File Microcopies of Records in the National Archives: No. 112

Roll 53

DESPATCHES FROM UNITED STATES CONSULS IN SHANGHAI, 1847-1906

Volume 53

January 2 - August 8, 1906

THE NATIONAL ARCHIVES

Washington: 1947

INTRODUCTORY NOTE

The volume microcopied on this roll has the following backstrip title: "53 / Shanghai / January 1, 1906 / August 14, 1906 / Department / of State." It contains despatches, with enclosures, addressed to the Department of State from United States consular officials at Shanghai, China, between January 2 and August 8, 1906. The contents are registered on Roll 1 of the microcopy.

The volume is part of a body of records in the National Archives designated as Record Group No. 59, General Records of the Department of State. It is volume 53 of a series generally referred to as Consular Despatches, Shanghai.

338
4922
W. N. W.
No 1

Consular Letters

Vol. 53.

Shanghai

From Jan'y 1, 1906
to
Aug. 13, 1906.

Bureau of Indexes and Archives

BUREAU OF APPOINTMENTS
JAN 2 1906
Department of State.

3rd ASST. SECRETARY.
JAN 2 1906

TELEGRAM RECEIVED IN CIPHER.

Secretary of State,
JAN 2 1906

Filed

From Shanghai

January 2nd, 1906.

Rec'd: 9:30 A. M.

Telegram to J.E. Morley Jany 2/06
Copy given to Secy to Reporter
Tatum-Burton Jany 2/06
Copy sent to G.W. Morley Jany 2/06

Secretary of State,

Washington.

Morley left last April for the north. Man using name registered at hotel here October second. Hong Kong Shanghai bank purchased draft; there was no identification. Probably imposter disappeared. Cannot trace any further. We are still investigating.

RODGERS.

INDEX BUREAU
JAN 10 1906
FILED

Deciphered by ~~the Chief Clerk's Office~~

S. H. Q.

OFFICE OF THE
THIRD ASSISTANT SECRETARY.

CONSULAR BUREAU.

Lyford J. E. Morley

H. H. D. T.

No. 88

DIV. OF RECORDS RECD. FEB 7 '06 DEPT. OF STATE

CONSULAR BUREAU. FEB 12 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. FEB 12 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 4th , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK FEB 12 DEPARTMENT OF STATE.

SUBJECT:

Payment of indemnity installment

ABSTRACT OF CONTENTS:

Reporting that Shanghai Taot'ai has remitted to the U. S. the December indemnity installment.

Reporting that Shanghai "Mot'el has remitted to the U. S. the December indemnity instalment.

No. 88.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 4th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that the Taot'ai of Shanghai has informed me that he has remitted to the Treasury of the United States the sum of $81,492.00 being the December installment due on the Protocol Agreement, less the sum of $[illegible],496.00 deducted for drawback of interest as provided.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 6

SHANGHAI, CHINA, January 4th

Robert Bacon,

I have the honor to state that the Taotai of Shanghai has informed me that he has remitted to the Treasury of the United States the sum of $21,497.00 being the December instalment due on the Proposed Agreement, less the sum of $4,458.00 deducted for drawback of interest as provided.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Y.T.

FEB 7 '06

3rd ASST. SECRETARY.
FEB 12 1906

O. 89

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 6th , 1906.

CHIEF CLERK
FEB
12
1906
DEPARTMENT
OF STATE.

R. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

File

SUBJECT:

Chinese applicants for admission to the United States.

ABSTRACT OF CONTENTS:

Replying seviation and specially to questions contained in the Department's circular of November 15, 1905 received Jan. 4th 1906, relating to Chinese applicants for admission to the United States.

SHANGHAI, CHINA, January 6th

James I. Rodgers.

Chinese applicants for admission to the
United States.

Replying relation and specially to
questions contained in the Department's
circular of November 15, 1908 received
Jan. 6th 1909, relating to Chinese
applicants for admission to the United States.

No. 89.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 5th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's circular letter of November 15th 1905, addressed to the American Consular Officers in China, calling for a special numbered report in regard to the issuance of certificates of Chinese en route to the United States. I beg leave to make the following report:

Question 1.- How many Chinese persons applied to your office since July 1st 1904, for certificates under the laws governing the admission of Chinese to the United States?

Answer.- No record of Chinese applying for certificates or of certificates granted was kept until September 1st 1905. Between May 29th, the date I assumed charge here and September 1st 1905, there were eight (8) applicants. Since September 1st 1905 to this date, there have been twenty seven (27) applicants. Two cases are now pending.

Question 2.- How many of these certificates were certified by your office?

Answer.- Thirty five (35).

Question, 3.- How many were rejected?

Answer.- None. However there were several cases where

CONSULAR, CHINA, January 6th

Robert Lansing.

I have the honor to acknowledge receipt of the Department's circular letter of November 11th 1908, addressed to the American Consular Officers in China, calling for a special unofficial report in regard to the issuance of certificates of Chinese on route to the United States. I beg leave to make the following report:

Question 1.- How many Chinese persons applied to your office since July 1st 1904, for certificates under the laws governing the admission of Chinese to the United States?

Answer.- No record of Chinese applying for certificates or of certificates granted was kept until September 1st 1908. Between May 6th, the date I assumed charge here and September 1st 1908, there were eight (8) applicants. Since September 1st 1908 to this date, there have been twenty seven (27) applicants. Two cases are now pending.

Question 2.- How many of these certificates were certified by your office?

Answer.- Thirty five (35).

Question 3.- How many were rejected?

Answer.- None. However there were several cases where

where intending applicants were informed that they did not come within the exempt classes and therefore no application was made.

Question 4.- How many of those securing certificates were refused admission to the United States and returned?

Answer.- None. My immediate predecessor, Mr. Goodnow, has informed me that during his incumbency no Chinese to whom such a certificate was issued from this office was refused admission.

Question 5.- What was the character of the inquiries made as to the applicant's right to receive a certificate?

Answer.- I am not advised as to the character of the examination given by my predecessors except that it was supposed to be as full and complete as circumstances permitted. During my incumbency each applicant has been closely questioned by Chinese assistants and American interpreters in this office, after which I have personally examined each applicant as to his character, reputation, occupation, property, education and purpose in desiring to reside in the United States for a specified time. Where there has been any doubt I have required testimonials and evidence from persons of well known standing who were acquainted with the applicants. The authentication of the statements made has often necessitated considerable trouble and expenditure of time, but so far, to the best of my knowledge, has produced satisfactory results.

Question 6.- Through what agents or instrumentalities were these inquiries made?

Answer.- Through, as stated, my Chinese assistants, the American interpreters, the Chinese officials, Chinese merchants of known standing and repute, and oftentimes Americans who personally knew and could vouch for the

applicants.

where intending applicants were informed that they did not come within the exempt classes and therefore no application was made.

Question 6.- How many of those securing certificates were returned admission to the United States and returned?

Answer.- None. My immediate predecessor, Mr. Goodnow, has informed me that during his incumbency no Chinese to whom such a certificate was issued from this office was returned admission.

Question 8.- What was the character of the inquiries made as to the applicant's right to receive a certificate?

Answer.- I am not advised as to the character of the examination given by my predecessors except that it was supposed to be as full and complete as circumstances permitted. During my incumbency each applicant has been closely questioned by Chinese merchants and American interpreters in this office, after which I have personally examined each applicant as to his character, reputation, occupation, property, education and purpose in desiring to reside in the United States for a specified time. Where there has been any doubt I have required testimonials and evidence from persons of well known standing who were acquainted with the applicants. The authentication of the statements made has often necessitated considerable trouble and expenditure of time, but so far, to the best of my knowledge, has produced satisfactory results.

Question 9.- Through what agents or instrumentalities were these inquiries made?

Answer.- Through, as stated, my Chinese assistants, the American interpreters, the Chinese officials, Chinese merchants of known standing and repute, and oftentimes Americans who personally knew and could vouch for the applicants.

applicants.

Question 7.- What was the cost of making them?

Answer.- So far as I can remember, there has been no expense. I have simply required this service and evidence as a protection not only to this office but also for the benefit of the applicant. If we were compelled, however, to investigate applicants who come from a province remote from that in which Shanghai is located there would be expense and in considerable volume. But up to the present those from a distance who have applied usually came supplied with proper credentials which have obviated the necessity of further investigation. The emigration of Chinese from Shanghai has usually been that of the student, semi-official or merchant class but at present there are indications that Cantonese are looking toward this as a port of embarkation. Any general adoption of such a plan would involve us in expense and trouble.

Question 8.- Is a register or record kept of the applicants; and if so, in what manner?

Answer.- No record was kept prior to my incumbency. On June 7, 1905, when the new form of certificate was received, I ordered prepared a book which contains a form similar to the certificate, and in this is entered all the material facts as to each applicant.

Question 9.- What means are used by your office to prevent successful fraud or imposition?

Answer.- Close and diligent inquiry, trained observation and knowledge, trustworthy guarantees - in fact every agency at our command or solicitation.

Question 10.- Are examinations of applicants conducted in your office? If not, what is the character of

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applicants.

Question 7.- What was the cost of making them?

Answer.- So far as I can remember, there has been no expense. I have simply required this service and evidence as a protection not only to this office but also for the benefit of the applicant. If we were compelled, however, to investigate applicants who come from a province remote from that in which Shanghai is located there would be expense and in considerable volume. But up to the present those from a distance who have applied usually came supplied with proper credentials which have obviated the necessity of further investigation. The emigration of Chinese from Shanghai has usually been that of the student, semi-official or merchant class but at present there are indications that Canadians are looking toward this as a port of embarkation. Any general adoption of such a plan would involve us in expense and trouble.

Question 8.- Is a register or record kept of the applicants; and if no, in what manner?

Answer.- No record was kept prior to my incumbency. On June 7, 1923, when the new form of certificate was received, I ordered prepared a book which contains a form similar to the certificate, and in this is entered all the material facts as to each applicant.

Question 9.- What means are used by your office to prevent successful fraud or imposition?

Answer.- Close and diligent inquiry, trained observation and knowledge, trustworthy guarantees - in fact every effort at our command or solicitation.

Question 10.- Are examinations of applicants conducted in your office? If not, what is the character of

the

the quarters available?

Answer.- The final examination, invariably so. As long as the number of applicants is not large there is no reason for a change, but if there should be a great increase another place would have to be provided. There is amply space in our Chinese office or in the court room for any demand that may arise in Shanghai.

Question 11.- Can you suggest any changes or improvements either in the method or the facilities for performing the duties imposed upon you by the laws and regulations on the subject of the immigration of Chinese?

Answer.- If the duty and the responsibility is to rest with the Consular officers in the future I cannot see that much change in the method or facilities could or should be effected as applying to conditions like those of Shanghai, where the number of applicants has been small. It is now only a question here of exercising great care and discretion, and of having good luck in all cases for I contend that no Consular Officer can establish any degree of infallibility when dealing with the Chinese in such matters. If the volume of the work should increase largely there would necessarily have to be an expense fund and assistance from some quarter for it would take up nearly all of a Consular officer's time to examine any considerable number of these applicants, and even then the result would not be satisfactory, although under the law the Consular officer would still be responsible. While this work in Shanghai may not at present justify the means, it seems to me that the Consular officers in China should be relieved of this responsibility and that it should be assumed by agents of the Immigration department who would have full authority and whose decisions would be final. This would be a very acceptable change to the

Chinese

the question would be?

Answer:- The final examination, however, is long as the number of applicants is not large there is no reason for a change, but if there should be a great increase another place would have to be provided. There is empty space in our Chinese office or in the court room for any demand that may arise in Shanghai.

Question 11:- Can you suggest any change or improvements either in the method or the facilities for performing the duties imposed upon you by the laws and regulations on the subject of the immigration of Chinese?

Answer:- If the duty and the responsibility is to rest with the Consular officers in the future I cannot see that much change in the method or facilities could or should be effected as applying to conditions like those of Shanghai, where the number of applicants has been small. It is now only a question here of exercising great care and discretion, and of having good luck in all cases for I contend that no Consular Officer can established any degree of infallibility when dealing with the Chinese in such matters. If the volume of the work should increase largely there would necessarily have to be an extensive fund and assistance from some quarter for it would take up nearly all of a Consular officer's time to examine any considerable number of these applicants, and even then the result would not be satisfactory, although under the law the Consular officer would still be responsible. While this work in Shanghai may not at present justify the means, it seems to me that the Consular officers in China should be relieved of this responsibility and that it should be assumed by agents of the Immigration department who would have full authority and whose decisions would be final. This would be a very acceptable change to the Chinese

Dept.#89--5.

Chinese who now consider that the examination at the port of embarkation is only the first step and who through current reports fear the investigation at the landing place.

The present certificate I consider full and complete and if the truth can only be obtained to insert there need be in my opinion no change in that respect.

I have the honor to be,

Sir,

Your obedient servant,

John L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

who now consider that the examination at the
examination is only the first step and whose
current reports fear the investigation at the
place.

The present certificate I consider full and
and if the truth can only be obtained to in-
more need be in my opinion no change in that
it.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

3rd ASST. SECRETARY.
FEB 12 1906

No. 90

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 6th , 1906.

CHIEF CLERK
FEB
12
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ans July 15/06

SUBJECT:

J. H. Brown.

ABSTRACT OF CONTENTS:

Calling attention of Department to article in Washington Post detailing statements supposed to have been made by J. H. Brown of Portland, Oregon, concerning certain Shanghai affairs; also giving numbers of despatches relating to the career of Mr. Brown in China.

INDEX BUREAU
FILED

SHANGHAI, CHINA, January 7th

James L. Rodgers,

V. H. Brown.

Calling attention of Department to article in Washington Post detailing statements supposed to have been made by V. H. Brown of Portland, Oregon, concerning certain Shanghai affairs; also giving numbers of despatches relating to the career of Mr. Brown in China.

IN SPITE OF BOYCOTT.

Year's Business with the Orient will Show Big Increase.

President Roosevelt was informed yesterday by J. H. Brown, of Portland, Ore., that the Chinese boycott against American goods was started by a former American consul in China, who is now in the employ of the Chinese government.

Mr. Brown has been engaged in business in Shanghai and Tientsin for several years, and called at the White House to tell the President what he knows about the boycott. He was accompanied by Senator Fulton, of Oregon. Mr. Brown threw considerable light on the business of Americans in China.

Despite the ban on American goods, Mr. Brown assured the President that the business of American firms in the celestial empire is increasing year by year, and this year it will be fully 20 per cent. heavier than any previous year. Eight steamship lines are busy in the commerce between American and Chinese ports, he said, whereas twelve years ago two lines found it insufficient to keep their ships busy.

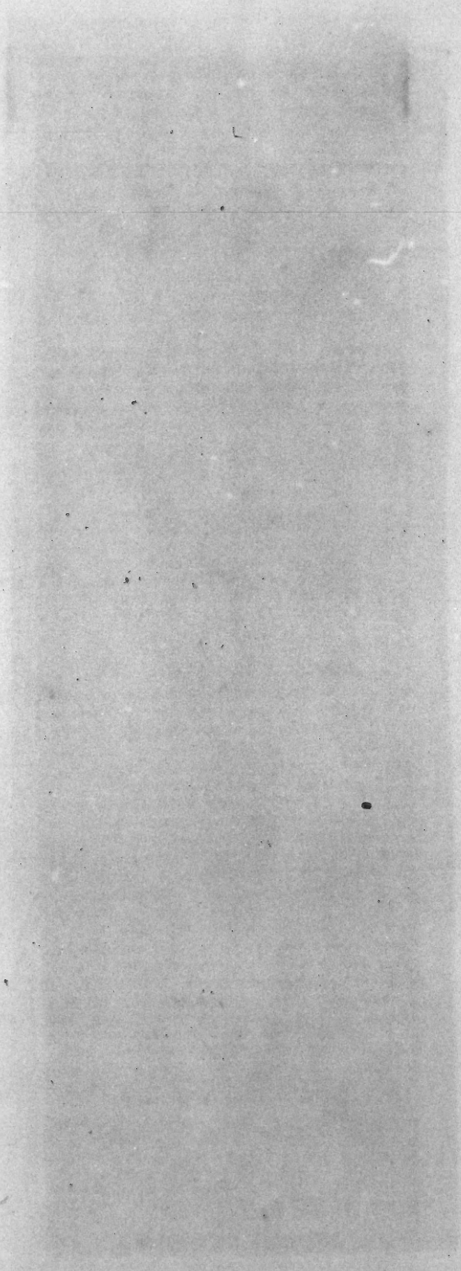
An American court in Shanghai, with judge, marshal, and clerk, to adjudicate cases now handled in consular courts, was recommended by the visitor, as the Chinese have no confidence in consular courts. This was brought out in the complaints against John Goodnow, of Minnesota, the former consul general at Shanghai.

Senator Fulton has become particularly interested in the situation, and he intends to introduce a bill to make the remedies suggested. As a result of the conference it is understood that the President will give it support. In a previous message to Congress he has favored such a court, and several leaders in each House are said to be in line with the idea.

Mr. Brown suggested to the President that it probably would not be wise for this government to show any signs of weakening in its stand on the Chinese exclusion law because of the boycott, as if it did, the Chinese at Canton, from which the immigrants to this country principally come, would resort to the boycott whenever any action of this country did not please them.

During the interview, the municipal situation in Shanghai was considered. The city is absolutely in control of the British, although thirteen nations are represented there by consuls and consuls general. The British government controls all of the municipal officers, and the taxes are enormous. The President suggested to Mr. Brown that he have a talk with Secretary Root regarding the regulations in Shanghai, with a view to securing American representation on the municipal boards there.

By request of the President, Mr. Brown will submit to him a statement in writing of his views on the situation in China, as it affects Americans and American interests.



American Business in China.

Accompanied by Senator Fulton of Oregon, J. H. Brown of Portland, who for many years has been engaged in business in Shanghai and Tientsin, China, had a talk with the President about the boycott of American products by the Chinese guilds. During the interview the situation as to the business of Americans in China was discussed fully, Mr. Brown being able to throw some new light on it.

He told the President that the boycott of American goods was incited by a former American consul in China who now is in the employ of the Chinese government. Despite the boycott, however, the business of American firms in China was increasing year by year, and he expressed the opinion that it would be quite 20 per cent greater this year than it ever was before. He pointed out that in 1899 the United States had two lines of steamers operating between American and Chinese ports, and now there are eight lines, all doing a tremendous business in carrying exports from this country to China.

Mr. Brown urged the President to use his influence to have established in Shanghai an American court, with a judge, marshal and clerk, to adjudicate cases now handled by consular courts. He said the Chinese had no confidence in the consular courts. It is the purpose of Senator Fulton to introduce a bill providing for such a court, and it is understood that it will have such support as the President properly may give it. He already is on record in a message to Congress in favor of such a court, and several of the leaders in Congress are known to believe the establishment of the court would be wise. It is proposed that the court shall hold sessions in Shanghai, Tientsin and Canton.

Mr. Brown suggested to the President that it probably would not be wise for this government to show any signs of weakening in its stand on the Chinese exclusion law because of the boycott, as if it did, the Chinese at Canton, from which the immigrants to this country principally come, would resort to the boycott whenever any action of this country did not please them.

During the interview the municipal situation in Shanghai was considered. The city is absolutely in control of the British, although thirteen nations are represented there by consuls and consuls general. The British government controls all of the municipal officers, and the taxes are enormous. The President suggested to Mr. Brown that he have a talk with Secretary Root regarding the regulations in Shanghai with a view to securing American representation on the municipal boards of Shanghai.

By request of the President, Mr. Brown will submit to him a statement in writing of his views on the situation in China as it affects Americans and American interests.

No. 90

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 6th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that my attention was called yesterday to the enclosed clipping from the Washington Post of December 6th 1905. Inasmuch as it contains statements which should be corrected I beg leave to submit the following:

The allegation, attributed to J. H. Brown, of Portland, Oregon, that the Chinese boycott against American goods was started by a former American Consul in China who is now in the employ of the Chinese Government, is entirely unsupported by any evidence and is ridiculed here where the true facts are known. This charge which can be traced to personal animosity of Mr. Brown to Mr. Goodnow, (the ex-Consular officer referred to) was first published by Mr. Brown's authority in the Portland (Oregon) Journal during August 1905. In this connection I enclose herewith a statement from Mr. Goodnow.

I pass over the opinions expressed in the article relative to the effect of the boycott on American trade, the Consular court and the Chinese exclusion law without further comment than to say that Mr. Brown's opportunities for acquring knowledge regarding these matters during his career in China

has

CONSULAR, CHINA, January 11th [illegible]

Robert Brown.

I have the honor to state that my attention was called yesterday to the enclosed clipping from the Washington Post of December 8th 1908. Inasmuch as it contains statements which should be corrected I beg leave to submit the following:

The allegation, attributed to C. H. Brown, of Portland, Oregon, that the Chinese boycott against American goods was started by a former American Consul in China who is now in the employ of the Chinese Government, is entirely unsupported by any evidence and is ridiculed here where the true facts are known. This charge which can be traced to personal animosity of Mr. Brown to Mr. Goodnow, [illegible] ex-Consular officer referred to] was first published by Mr. Brown's authority in the Portland [Oregon] Journal during August 1908. In this connection I enclose herewith a statement from Mr. Goodnow.

I pass over the opinions expressed in the article relative to the effect of the boycott on American trade, the Consular court and the Chinese exclusion law without further comment than to say that Mr. Brown's opportunities for acquiring knowledge regarding these matters during his career in China

[illegible]

has been so limited as to render his alleged information valueless and as a matter of fact it is mostly untrue. In regard to that printed about the municipal situation in Shanghai and the representation in the Municipal Council, I beg to state that the United States has one member of the Council and Germany another, the seven remaining members being English, this control being brought about by the proxies and land titles held in trust by English attorneys, all representation being based on realty holdings.

As to Mr. Brown himself I respectfully refer you to Despatch No.635, of February 3rd, 1905, written by Mr. James W. Davidson, then Vice Consul General in Charge of this Consulate General, and to the Despatch No. 433, March 10, 1905, given in reply by the Deaprtment. These documents fully set forth the facts in relation to Mr. Brown's China career and explain his present attitude toward some of those with whom he came in contact while here. I may add in addition that the disreputable resort, the "Alhambra" supposed to be owned by him, although now standing in the name of a Spanish subject and apparently protected by the Spanish Legation, after having been closed as a public disgrace, is now running again. I am informed that no one who has been in China has a worse reputation than Mr. Brown.

In view of the publications in American newspapers authorized by Mr. Brown and in the interest of establishing a true understanding concerning him and his opinions, this despatch seems justified.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dept. No.--3.

and
valuable as a matter of fact it is really untrue. In
regard to that printed about the unofficial situation
in Shanghai and the representation in the Municipal
Council, I beg to state that the United States has one
member of the Council and Germany another, the seven
remaining members being English, this control being
brought about by the greater and long status held in
trust by English enterprise, all representation being
based on realty holdings.

As to Mr. Brown himself I respectfully refer
you to Despatch No.658, of February 3rd, 1909, written
by Mr. James W. Davidson, then Vice Consul General in
charge of this Consulate General, and to the Despatch
No. 422, March 14, 1908, given in reply by the Depart-
ment. Those documents fully set forth the facts in
relation to Mr. Brown's China career and explain his
present attitude toward some of those with whom he
came in contact while here. I may add in addition that
the disreputable record, the "Shanghai" supposed to be
owned by him, although now standing in the name of a
Spanish subject and apparently protected by the Spanish
Legation, after having been closed as a public disgrace,
is now running again. I am informed that no one who
has been in China has a worse reputation than Mr. Brown.

In view of the publications in American news-
papers authorized by Mr. Brown and in the interest of
establishing a true understanding concerning him and
his opinions, this despatch seems justified.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Enc.

SHANGHAI, January 10th 1906.

Hon. James L. Rodgers,

U. S. Consul General,

SHANGHAI.

Sir:-

My attention has been called to an account in the Washington Post of Dec. 6, 1905 of an interview of the President with Mr. J. H. Brown, who was introduced by Senate Fulton of Oregon.

I. In that interview I am accused of starting the "boycott". You know how utterly untrue that is. I most respectfully ask you to make all further investigation of that subject you desire and to report to the President your conclusion and to ask him to make such report public.

II. Brown also makes suggestions as to an American Court here and declares that the Chinese have no confidence in this Consular Court. The latter statement is utterly false. Brown, I grant you, has little confidence in any of the courts here. "No thief ever felt the halter draw with good opinion of the law". Mr. Brown's knowledge of the Courts in Shanghai is confined to his having been accused in the American Court by the Police (International) with keeping a gambling and disorderly house. He escaped by denying American nationality. Later he was heavily fined in the German Court on the same charge. When summoned in the latter court Brown left Shanghai under an assumed name. All this was fully reported by Consul Davisdon to the State Department under date of Feb. 3, 1905.

III. Brown's indictment of the Municipality is natural after his prosecutions by the Municipal Police. His statements on that point are entirely misleading.

How such a man gets the ear of the President is very wonderful unless Senator Fulton has it in for the President; and the statement of his "views" officially in the Post is distressing to the Americans in the East where

Brown and his "business" are known.

I am, Sir,

Your obedient servant,

John Woodman

Serial.

No. 91.

BUREAU OF FOREIGN COMMERCE

3rd ASST. SECRETARY. FEB 12 1906

D.M. 12213

File

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 8th , 1906.

CHIEF CLERK FEB 12 DEPARTMENT OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

To Com. Hobbs and ACKNOWLEDGED FEB 27 1906 BUREAU OF [illegible]

SUBJECT: The general market for foreign goods in China.

ABSTRACT OF CONTENTS:

Concerning inquiries relating to the market China offers for general manufactured products and commodities.

INDEX BUREAU MAR 2 1906 FILED

No. 91.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 8th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that while this office receives by each mail many requests for commercial information there are very few of these correspondents who seem to realise or understand the limitations put upon the general market for foreign commodities and manufactures by the disposition and characteristics of the Chinese people. Apparently many of these inquiries are prompted either by the supposition that since the people of America and of the nations of Europe and South America use these products more or less the Chinese must necessarily also, or by erroneous impressions or reports given by careless observers or investigators. Again because some one from enlightened America has published the fact that the Chinese do not take a modern method of accomplishing a result, or do not affect the things common to us, many people who have cures for this evil to sell immediately write to ascertain all the conditions of the market.

It is perhaps needless to call attention to the antiquity of Chinese methods and habits, to the fact that traders have for centuries been trying to introduce new things, and that beyond some modern

devices

No. 31.

AMERICAN CONSULATE-GENERAL,

Shanghai, April 7, 1900.

THE HONORABLE, The Secretary of State,

Washington, D. C.

SIR:

I have the honour to state that while this office received by each mail many requests for commercial information there are very few of these correspondents who seem to realize or understand the limitations put upon the General Service for foreign commodities and manufactures by the disposition and characteristics of the Chinese people. Apparently many of these inquiries are prompted either by the supposition that since the people of Europe and the nations of Europe and South America produce more or less the Chinese must produce also, or by erroneous impressions or reports of overland observation or investigation. Some one from enlightened America has reported that the Chinese do not take a regular meal, or accomplishing a result, as G. Not believe the Chinese common to us, many people who have spent all to sell immediately with no knowledge of the market.

It is perhaps unnecessary to call attention to the antipathy of Chinese to foreign ideas, but these characteristics are fundamental and

devices for using and making the necessities of life one sees very few inroads upon established customs. The people use foreign cloth, they burn foreign oil, they use foreign flour, they buy foreign leather, lamps, clocks, watches, carpets, sewing machines, some food stuffs and many other things, but it does not follow that there is a market for a foreign shoe, for an agricultural implement; for machinery of various kinds and for the infinite variety of manufactured articles which distinguish the industry of the United States, Great Britain and Germany. As an instance, some one has written home or said at home that there is a great market in China for windmills, this opinion being based probably upon the observation that most of the paddy fields are irrigated by means of the Chinese pumps and water wheels along the canals, and that for such a purpose an American windmill would be of infinitely more value and would do the work without labor on the part of man or beast. But whoever gave currency to the idea forgot that this system of raising water was used long before the Chritian era began, that the people using it were Chinese who change but little, and, more important, than all that the institution of a windmill would cost many rice crops, or perhaps the savings of a life time, and would therefore be beyond the reach of any but a rich Chinese who does not practise agriculture to any extent.

There has been and there will be an enormous market in China for foreign products. Furthermore it will grow greater as the slow but sure inroad of the foreign merchant and his wares progresses. But for the present at least it must be understood that this market is open to a limited few who produce the things wanted and that education is required before there can be

anything

anything approximating a general market.

Shanghai is probably the most cosmopolitan city from the Chinese standpoint in the Empire. Here ships of all nations have been discharging their cargoes for a long time even under the chronology of these people. And yet when one makes a close inspection of Chinese shops of all kinds the foreign product is not in evidence. Go into a city like Soochow or Hangchow, each of which has nearly a million population, and a tour of inspection will reveal but few foreign products aside from staple commodities. Go into the country and you will hunt for a day before you will find in this section of China an agricultural implement of foreign make. Observe the carpenters, the bricklayers, the stone masons, the plasterers, the tin workers, the painters, the glaziers of a city and you will see that their tools are nearly all Chinese and differ radically from ours. In this day the use of a bow drill seems curious, but the Chinese use no other with facility. Numberless instances might be cited to show how limited a Chinese market is for things which encroach upon their customs or which will supplant the articles handed down from generation to generation. It is the same in relation to articles of apparel. The coolie who wears a foreign hat or shoes is the exception who proves the rule, and similar examples might be given almost ad infinitum. However a novelty, one the use of which is not akin to something Chinese, meets with a better reception from the public and thus a branch of German trade flourishes.

All this is written not to discourage but to place that which is conceived to be plain truth before

the

the minds of those who nowadays read in newspapers glowing prophecies about the Oriental trade, who then remember that there are said to be four hundred million Chinese and who are straightway moved to attempt an export business to China. A market does exist and the world gets its proportionate benefit of the return to those who profit by it, but it must be remembered that all cannot engage in the businesses. Let it be understood that the Chinese people are yet practically sufficient unto themselves, that they will have to live many more years before they can cast aside the ways that seem to us so peculiar, that their simple wants - the teaching of their necessity - are not to be changed at will - and then it will be seen that China even under the reformation now beginning will take at first only in a small way of those things she does not seem to need in the light of her present scheme of civilization. The windmill may be the last thing wanted but now it seems not more remote than many others that are constantly being suggested.

I have the honor to be,

Sir,

Your obedient servant,

Jno. K. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Y.T.

SOLICITOR'S OFFICE,
C
DEPT OF STATE.
477-1

RESPECTFULLY REFERRED
TO THE SOLICITOR
Secretary of State,
FEB 24 1906

3rd ASST. SECRETARY,
FEB 12 1906

No. 92.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 8th , 1906.

ASSISTANT SECRETARY,
FEB 16 1906

CHIEF CLERK
FEB
12
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

Telegram sent on June 8-1906. C.L. Answered June 11. 1906.

Riot Claims.

ABSTRACT OF CONTENTS:

Reporting American and other claims for losses through riot of December 18th 1905; stating attitude of Chinese officials; requesting telegraphic instructions as to whether the American claims shall be presented.

FILED
JUN 12 1906
DIVISION BUREAU

No. 92.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 8th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state as a result of the riot in Shanghai on December 18th, 1905 there have been filed in this Consulate General seven claims by American citizens for property lost or destroyed and for personal injuries sustained. The British claims of a similar nature have been by instruction referred to Peking, but the Chinese officials of this vice regal district and of Shanghai itself have stated that they will not recognize or pay any of these claims on account of the fact that the riot occurred in the International Settlement, which is entirely under the control and supervision of foreigners, the Chinese police and soldiers not being allowed to enter or to have any authority without permission of the Municipal Council. In regard to the American claims, I notified the Minister at Peking of their receipt and asked for such instruction concerning them as he cared to give. Mr. Rockhill requested me to ask instructions from the Department of State and stated that he personally could not see that there was more than a moral responsibility on the part of the Chinese. This is entirely my own view of the matter and I cannot see how the Chinese Government can be made to assume any responsibility

ibility unless direct complicity in the origin of the riot can be established, an outcome which is entirely improbable. The British contend, however, that the rough element of the native city, of the International Settlement, and of Pootung and the outlying districts, was incited to the riotous acts by the words, actions and attitude of the Chinese officials and Chinese press in regard to the Mixed Court trouble. On this account not only a moral responsibility is alleged but also a direct one and it is stated that the Chinese Government must pay all losses incurred by British citizens. The German view is practically the same. Other nationals have simply sent their claims through their consular represntatives to the Legations at Peking.

The aggregate of all claims will not be as large as at first indicated, $50000 probably being the maximum. The greatest loss will be sustained by the Municipal Government through the burning of the Louza police station and the damage to the Town Hall. To this must be added the large cost of maintaining the sailors and marines ashore. It is hard to see how these claims of the Municipal Government can be preferred as the property destroyed and the expense incurred is owned by and paid for by the rate payers of all nationalities. The only medium which can be employed is the Consular Body and it is doubtful whether that organization would stand as sponsor to the demand. On the other hand it is almost certain that Chinese of the International Settlement will lodge claims with the Court of Consuls against the Municipal Government. The whole condition it can be seen is an anomalous one.

The American losses were of small proportions

and

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riot can be established, an outcome which is entirely
improbable. The British contend, however, that the large
element of the native city, of the International Settle-
ment, and of Hongkong and the outlying districts, was
incited to the riotous acts by the words, actions and
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regard to the Mixed Court trouble. On this account not
only a moral responsibility is alleged but also a direct
one and it is stated that the Chinese Government must
pay all losses incurred by British citizens. The German
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tives to the Legations at Peking.

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large as at first indicated, $2000000 probably being the
maximum. The greatest loss will be sustained by the
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police station and the damage to the Race Hall. To
this must be added the large cost of maintaining the
sailors and marines ashore. It is hard to see how
these claims of the Municipal Government can be protected
as the property destroyed and the expense incurred is
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alities. The only medium which can indemnify the
Communities body and it is doubtful whether the Legation
would stand as sponsor to the demand. On the other
hand it is almost certain that Chinese of the Chinese
National Settlement will lodge claims with the Chinese
of Canton against the Municipal Government. The whole
condition is one be read in an unfortunate one.

The American losses were of small proportions

and to some of the claims little respect can be given. One thousand dollars gold will unquestionably cover all real losses unless attention should be given to claims for personal injuries. I have received, however, only such claims as show a direct loss and have given no assurance of payment or presentation.

I respectfully solicit the opinion of the Department upon this matter and request telegraphic instructions as soon as possible after the receipt of this. No great damage can be done by the delay in transmission of this letter as the whole question as it relates to all nationals is absolutely suspended for the present.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

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One thousand dollars gold will unquestionably cover all
real losses unless attention should be given to claims
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to all nationals is absolutely suspended for the present.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Y.T.

No. 93.

3rd ASST. SECRETARY. FEB 12 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 9th , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK FEB 12 1906 DEPARTMENT OF STATE.

SUBJECT: re the disappearance of Reuben Hitchcock Morley.

to Mrs. J.E. Morley and Mr F.S. Bigler

ABSTRACT OF CONTENTS:

Confirming telegrams exchanged; reporting investigation as to Mr. Morley; giving report from Peking, and requesting photograph.

INDEX BUREAU FEB 16 1906 FILED

No. 93.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 9th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's telegram of December 16, 1905, reading:

"American Consul, Shanghai.

Reuben Hitchcock Morley travelling disappeared Manchuria last July. Had International Banking Corporation letter of credit. About October 2 draft one sixty pounds drawn thereon Shanghai Bank on Union Bank London pronounced forgery. Investigate through bankers. Endeavor to ascertain whereabouts condition Morley.

(Sgd) Pierce."

To which, after prolonged investigation, I replied on January 2, 1906 as follows:

"Sec. State, Washington.

Morley left last April for the North. Man using name registered at the hotel here October second. Hong Kong Shanghai Bank purchased draft. There was no identification. Probably impostor. Disappeared. Cannot trace any further. We are still investigating.

(Sgd) Rodgers."

In explanation of which I beg to state that Mr. Morley arrived in Shanghai on April 12, 1905, registered at the Central Hotel under his full name and

with

Messrs Jones.

I have the honor to acknowledge receipt of the Department's telegram of December 18, 1905, requiring "American Consul, Shanghai."

James Mitchcock Morley wrongfully disappeared on Wednesday last July. His International Mercantile Corporation letter of credit. About October 1 arrest one night passed drawn thereon Shanghai Bank on Union Bank London pronounced forgery. Investigate fake Chinese bankers. Endeavor to ascertain above mentioned operation Morley.

(Sgd) Pierce."

To which, after protracted investigation, I replied on January 8, 1906 as follows:

"Hon. State, Washington.

Morley left here April for the North. Has never been registered at the hotel here Consular record. None that thereof have particular there was no identification. Presently disappeared. Cannot trace any further. No one still investigating.

(Sgd) Rodgers."

In reply to your telegram of April 24, Morley arrived in Shanghai on April 24, registered at the Central Hotel under

with a distinctive signature, left on the 18th and directed that his mail should be forwarded to Ching Wan-Tao for Newchwang. Later letters were received for him addressed originally in care of the International Banking Corporation, Yokohama, from whence they were forwarded to Shanghai. These letters, sent to Ching Wan-Tao, were redirected to the Victoria Hotel, Tientsin, where they were refused, and were returned to the American postoffice Shanghai, where they now are. The International Banking Corporation branch of this city knew nothing of Mr. Morley but on October 2nd the Hong Kong & Shanghai Bank purchased over the counter a draft purporting to be signed by Mr. Morley, drawn on the Union of London and Smiths Bank, the amount being one hundred and sixty pounds. There was no attempt at identification and the Chinese clerk who transacted the business can not describe the person who presented the draft and obtained the money. On the same date a man, who had arrived from Tientsin on the steamer "Hsinfung", registered at the Astor House here under the name of R. H. Morley, the signature, however, only faintly resembling that appearing on the register of the Central Hotel. The man registered as Morley at the Astor House paid his bill on October 3rd and disappeared, the passenger lists of all steamships, both by sea and river, failing to reveal any trace of him. Had it been the real Mr. Morley there is no doubt but that he would have called for his mail, and furthermore, the information supplied by your telegram as to the forged signature confirms the impression as to the spuriousness of the signature at the Astor House. There has been diligent search made continuously for some information concerning Mr. Morley, but all letters written in regard to him to northern ports have produced no result,

nor

with a distinctive signature, left on the 10th and directed that his mail should be forwarded to Ching Tao for Rawlinson. Later letters were received for him addressed originally in care of the International Banking Corporation, Yokohama, from where they were forwarded to Shanghai. These letters, sent to Ching Tao, were redirected to the Victoria Hotel, Tientsin, where they were refused, and were returned to the American postoffice Shanghai, where they now are. The International Banking Corporation knows of this city knew nothing of Mr. Morley but on October 2nd the Hong Kong & Shanghai Bank purchased over the counter a draft purporting to be signed by Mr. Morley, drawn on the Union of London and Smiths Bank, the amount being one hundred and sixty pounds. There was no attempt at identification and the Chinese clerk who transacted the business can not describe the person who presented the draft and obtained the money. On the same date a man, who had arrived from Tientsin on the steamer "Haitung", registered at the Astor House here under the name of R. H. Morley, the signature, however, only faintly resembling that appearing on the register of the Central Hotel. The man registered as Morley at the Astor House paid his bill on October 3rd and disappeared, the passenger lists of all steamships both by sea and river, failing to reveal any trace of him. Had it been the real Mr. Morley there is no doubt that he would have called for his mail, and furthermore, the information supplied by your telegram as to the forged signature confirms the impression as to the spuriousness of the signature at the Astor House. There has been diligent search made continuously for more information concerning Mr. Morley, but all letters written in regard to him to hotels have produced no results.

nor have the police of Shanghai been able to get any track of the man who is supposed to have impersonated him.

However, a statement has reached here from Peking that Mr. Morley left that city on June 1st with a camel caravan, with a trader named Dohr and a Frenchman, Leverger, to travel through Mongolia to the Russian lines, and that he was last heard of at Dolonor on June 21st, where Leverger disappeared. I do not know whether this information was supplied by the Legation but have written to ascertain, and in addition have caused inquiries to be instituted through the Russian Military authorities here. This is absolutely the full extent of all our inquiries, and unless some word comes from the North, there does not seem to be hope of getting anything more definite. It would assist us greatly in a future search if a photograph of Mr. Morley could be furnished.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

I have the honor to be,

Sir,

Your obedient servant,

H.M. HOLMES, CONSUL GENERAL.

No. 94.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 9th, 190 6.

3rd ASST. SECRETARY. FEB 12 1906

CHIEF CLERK FEB 12 DEPARTMENT OF STATE.

Secretary of State. FEB 14 1906

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ans by June July 28/06

SUBJECT:

re the German consular system in China.

ABSTRACT OF CONTENTS:

Reporting upon the general detail of the German Consular work in China.

INDEX BUREAU FILED

No. 94.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 9th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to submit the following report upon the German consular system as it is represented in places of commercial and political importance in China.

Prior to the advent of Dr. W. Knappe as German Consul General at Shanghai there had been no such unity of German consular work in China as obtains at present. Dr. Knappe, who had been for several years German Consul at Apia, Samoa, and who played so prominent a part in the events which preceded the Samoan agreement, was essentially an organizer and thoroughly appreciated the necessity for a revision of the rules and processes which governed his country's representation in China. While in Canton he formulated and perfected the plan which now renders the service so effective, but it was not until he reached Shanghai, the post considered of greatest importance, that it was inaugurated. He recommended to the Foreign Office that all German Consulates in China should act under the direction of a central office, which he suggested should be Shanghai; that the Consulates other than the one denominated as the Consulate General, should in recognition of their relative importance be presided over by Consuls

and

and Vice Consuls, and that commercial agents should also be established; all of these to pursue routine work under the general directions of the service and to undertake original investigation on their own volition and by assignment from the Consulate General ; which in turn should be organized into departments for the purpose of establishing and maintaining systemmatic endeavor. There was nothing especially new in the plan or purpose, but the excellent result which has followed its institution almost entitles it to the honor of a new discovery in China at least. The German Foreign Office approved and gave Dr. Knappe a free hand. The outcome was of immediate significance, and the showing which could be made today if the archives of the German Consulate General of Shanghai should be opened to the public would be considered remarkable. And yet they are only the fruit of a system - a painstaking, accurate, thorough and efficient one, it is true, but still in its first essential, a system.

The Consulate General of Germany in Shanghai has the most commodious offices and apartments in the city, not even excepting those of Great Britain and France. The staff consists of a Consul General, a varying number of Vice Consuls but never less than four, six Deputy Consuls (who are assigned special duties), ten clerks,and a full complement of native interpreters and writers and other Chinese assistants and employes. To the four Vice Consuls who are always attached to this Consulate General, are assigned regular duties. One presides as the Judge of the Consular Court, with its civil, criminal and probate functions; another supervises all shipping matters; a third looks after commercial intelligence, and the last to the Chinese

work.

and Vice Consuls, and that commercial agents should be authorized to perform all of those to pursue routine work under the general directions of the service and to undertake original investigation on their own volition and by assignment from the Consulate General, which in turn should be organized into departments for the purpose of establishing and maintaining systematic endeavor. There was nothing especially new in the plan or purpose, but the excellent result which has followed its installation almost entitles it to the honor of a new discovery in China at least. The German Foreign Office approved and gave Dr. Knappe a free hand. The outcome was of immediate significance, and the showing which could be made today if the archives of the German Consulate General of Shanghai should be opened to the public would be considered remarkable. And yet they are only the fruit of a system - a painstaking, accurate, thorough and efficient one, it is true, but still in its first essential, a system.

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work. The Chief Interpreter who ranks as a deputy Consul assumes the duty of Assessor in the Mixed Court. Each of these in turn has his deputies, clerks and Chinese assistants, who attend to routine duties and who receive and despatch, file and answer the correspondence and information from at large and from the consular stations. There is absolute system everywhere but the filing cases typify it better than all the rest. Each man has his duty and does it well or he does not remain in Shanghai. The Consul General supervises the whole and keeps in touch not only with his Consuls but also with political affairs and what his colleagues here are doing. He is hardworked, but he has the satisfaction of knowing what is going on not only in Shanghai but also in all other important places in China.

The German Consulates are at Canton, Amoy, Swatow, Nanking, Hankow, Ichang, Chengtu, Pakhoi, Chungking, Chefoo, Tientsin, and Newchwang and the only regular Commercial agency is at Foochow, although several other places are virtually such. The new Manchurian consulates have not been decided upon but it seems certain that Harbin will be one and Mukden another. The Chief commissioned officer at these posts is nominated by the Foreign Office, but vacancies are temporarily filled by assignment from the Consulate General.

At these consulates and commercial agencies are staffs fully adequate to perform all the work promptly and well, and in addition special vice consuls, who are held in reserve at Shanghai, periodically appear to make some special report. The routine at many of these posts is of little consequence, but the demand for information is always pressing. As a consequence German Consular agents are studying all things in China. They

are

work. The Chief Interpreter who ranks as a deputy Consul assumes the duty of Assessor in the Mixed Court. Each of these in turn has his deputies, clerks and Chinese assistants, who attend to routine duties and who translate and transcribe the correspondence and information from at large and from the consular districts. There is absolute system everywhere but the filing seems to simplify it better than all the rest. Each man has his duty and does it well or he does not remain in Shanghai. The General supervises the whole and keeps in touch not only with his Consuls but also with political affairs and what his colleagues here are doing. He is overworked, but he has the satisfaction of knowing what is going on not only in Shanghai but also in all other important places in China.

The German Consulates are at Canton, Amoy, Swatow, Hankow, Nanking, Chungking, Tsinan, Changsha, Chungking, Chefoo, Tientsin, and Newchwang and the only consular Commercial agency is at Mukden, although several other places are virtually open. The new Manchurian consulates have not been decided upon but it seems certain that Harbin will be one and Dairen another. The Chief commissioned officer at these posts is replaced by the Foreign Office, but vacancies are temporarily filled by assignment from the Consulate General.

At these consulates and commercial agencies are staffs fully adequate to perform all the work promptly and well, and in addition special vice consuls who are held in reserve at Shanghai, periodically change these posts ie of little consequence, but the Consul for information is always present. As a rule Consular agents are changing all things in

are mapping districts, surveying rivers and canals, analyzing soil and minerals, advocating German methods and manufactures with the people, gathering statistics, talking politics, suggesting things of interest to Germans, and closely watching the doings and designs of other nations. All this is reported to Shanghai and all of it in condensed or orginal form, reaches Berlin. One result of this phase of the system is that Germany has secured and is maintaining a trained corps of keen and accurate observers in China, and another is that the nation is beginning to profit by it in every way that is related to China. The mechanism of this plan of consular work runs smoothly, there is an entire absence of friction as far as the world knows, the fund of China knowledge is constantly growing greater, and each advantage observed is being pushed to the benefit of German trade and affairs.

In Shanghai at the present time one sees first the fine consulate, the large club, the ornate postoffice all now standing as monuments and additions to the same design of advancing Germany's prestige. On the rivers and in the Woosung offing are seen the numerous German steamers. In interior cities are the new German hongs. (firms) Can it be said that all these evidences of German enterprise are not connected with the admirable consular system by which the Government now advises its people of the opportunities and the way to seize them? Such strides as the Germans have made and will make in China in the near future must to some degree be based upon the work of those who, not with haphazard, hit and miss guesses, given independently, but in concert and with precision, gained by the expenditure of time, money and thought, are pointing the way.

There

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the time consulate, the large club, the ornate
all now standing as monuments and additions to the
design of advancing Germany's prestige. On the
and in the housing offing are seen the numerous German
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strides as the Germans have made and will make in China
in the near future must to some degree be traced back to the
work of those who, not with beginners, but with
guarantee, given independently, but in support and with
protection, united by the connections of clans, money and
Government, are assisting the work

Dept.#94--5.

There are fourteen Consulates General and Consulates in Shanghai and not one of the other thirteen has a result approaching that of Germany when considered in connection with its value to the Government it represents or to the world if it could profit by it. England and France have large buildings and many consular employes; they have also systems; but not such as that of Germany, nor are their consular representatives working along the same lines. The relative expenditures for the service cannot be given because in the first place there is no centralization in English and French representations and hence no aggregate of amounts, and in the second place Germany does not make public even the salaries paid in Shanghai. But it is known that the cost to Germany is large and that it includes all legitimate expense incurred by its officers, except for food and personal items.

I have not intended in the foregoing to institute an invidious comparison between the German and the American system in China, but apparently it is impossible to avoid it if the facts as to the former are stated. Certainly no comment in this respect is needed, but it is pertinent and proper to say in conclusion that in a few years unless the American system is changed the result in comparison to that attained by Germany will be marked and humiliating to some degree, even if China is specially indicated as a great market for American product and as a field for American endeavor and enterprise.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

I have the honor to be,

Sir,

Conl.

No. 95.

3rd ASST. SECRETARY. FEB 12 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

CHIEF CLERK FEB 12 DEPARTMENT OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Asst'd to War Dept 3/30/06 Asst. Apr 7/06

SUBJECT:

Ordnance Supplies.

ABSTRACT OF CONTENTS:

Reporting absence of ordnance supplies in this Consulate General and applying for same.

INDEX BUREAU APR 9 1906 FILED

No. 95.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's unnumbered despatch of November 14th 1905, calling for a return, under Form No.203, of the ordnance supplies on hand in this office. I have executed the form stating there are no such supplies in the Shanghai Consulate General. However I submit that there should be, as was demonstrated during the recent riot when we could not furnish a weapon of any kind for use in guarding the Government property contained in this building. I therefore respectfully apply for a stand of arms and ammunition, together with such other accoutrements as usually accompany.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Form No. 203.

(Form No. 203—Consular.)

SEMI-ANNUAL RETURN OF ORDNANCE SUPPLIES.

Return of ordnance supplies in the American Consulate-General

at Shanghai *for the half year ending* December 31st, 1905.

Quantity.	Description.	Remarks.
None	None	There should be a stand of arms & ammunition, but subject are to listed in a special despatch.

Jas. L. Rodgers

American Consul-General

In case any supplies have been lost or destroyed since last return, a statement to that effect should be made in column for remarks.

(Form No. 203—Consular.)

AMERICAN CONSULAR SERVICE

AT

.....

SEMI-ANNUAL RETURN

OF

ORDNANCE SUPPLIES.

....., 19 .

Sent

No. 96.

SOLICITOR'S OFFICE
FEB 14 1906

3rd ASST. SECRETARY.
FEB 12 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th, 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK
FEB
12
1906
DEPARTMENT
OF STATE.

Rec'd July 21/06

SUBJECT:

The Whangpoo River Improvement.

ABSTRACT OF CONTENTS:

Reporting preparations for instituting the work; the general details of the subject, and the prospective trouble caused by appointments of the Viceroy.

INDEX BUREAU
FEB 28 1906
FILED

No. 96.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that the long delayed work of improving the Whangpoo River from the outer bar (the junction with the Yangtse River) to and including the harbor basin of Shanghai, is apparently about to begin and that tenders will, during the year 1906, be asked from foreign dredging companies. This much needed improvement, which has been discussed in Shanghai for ten or more years, was provided for in the Peace Protocol of 1901, but as the plan proposed was unsatisfactory it was virtually suspended by consent of all parties, and an agreement reached in March 1905 was substituted. The Chinese Government assumes the responsibility and the cost of the whole work and agrees to provide therefor the sum of 460000 Haikwan taels (approximately $300000 gold) annually for twenty years. An eminent engineer of Holland, Mr. John de Rijke, has been invited to prepare the specifications and plans and to direct the work, with other foreign assistance. This invitation has not been accepted but there is every probability that it will be, as Mr. de Rijke made the preliminary survey and understands the whole condition.

The volume and exact character of this

work

No. 98.

work has yet to be determined, but it is known that it will take many years and that there will be necessity for constant dredging in the lower river after the channel has been established, this being due to the Yangtse silt carried in by the tides. The Whangpoo itself is far from a turbulent stream as it drains a canal country after emerging from the rolling land and hills which (form?) from the southern limit of the Yangtse valley. But in its course between Shanghai and the Yangtse delta waters it through the influence of the strong tides presents almost as many troublesome characteristics as the greater river. The material to be dredged is a silty clay of a putty like consistency and an ooxy mud which is easily susceptible to suction. Under the action of modern dredging machinery it will be easily handled and if the channel is straightened as is proposed the refilling can be controlled to a great extent, especially as a large jetty at Woosung to control the Yangtse flood is proposed.

The general design of the improvement contemplates dredging of the outer and inner bars of the Whangpoo, the Woosung jetty, a channel near the mouth 2500 feet wide, 18 to 22 feet in depth and as straight as can be effected, the protection of the banks to prevent caving, the deepening of the harbor to a point above the Chinese (Kiangnan) Arsenal. This will mean that twenty four miles of river will have to be gone over, but the dredging will only be extensive at the inner bar, where at low water stage there is now only about eleven and one half feet of water. The outer bar depth is greater but is varying constantly. The harbor depth is now from ten to twenty three feet although

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in the channel there is much more water.

When such an improvement is completed the very greatest benefit will be conferred upon Shanghai. A reliable and safe channel will enable nearly all the ocean going vessels to come up to Shanghai instead of stopping at Woosung and lightening cargo from there. However such ships as the "Dakota" and "Minnesota" of the Great Northern S. S. Co. and the "Manchuria" and "Mongolia" of the Pacific Mail will never reach Shanghai on account of their draft and their size which is too great for the harbor convenience. But the work intended will effect a great change not only in the quantity of shipping off Shanghai but also in the cost of landing cargo, the tug and lighter companies having had things all their own way with the large vessels. There will be opposition and impediment to this work from some of these agencies, and it is expected that under any re-arrangement of the channel there will be vigorous protest from Woosung and its water front. As to the latter, however, there cannot be much amendment for any great deviation of the channel would affect the utility of the Woosung forts of the government.

In accordance with Chinese official processes and otherdeterrent influences, it is probable that no actual work will be done this year save in the way of preparation. The recent appointment by the Viceroy, Chou Fu, of the Liang Kiang Provinces, of Mr. John Goodnow, ex-American Consul General, Shanghai, as consulting adviser, has met with great protest as is shown by a clipping which accompanies this despatch. If there is to be a wrangle over this and other appointments and the matter is referred back to the Wai-wu-pu at Peking, it

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is possible that the whole thing will be postponed for another term of years.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure:

A newspaper clipping.

The
North-China Daily News.
IMPARTIAL NOT NEUTRAL.
SHANGHAI, 8TH JANUARY, 1906.

THE CONSERVANCY SCHEME.

WE published on Saturday a translation of a dispatch recently sent by H. E. Chou Fu, the Viceroy, to the Shanghai Taotai, in which the former mentions that the Foreign Powers having entrusted the Chinese Government with the duty of conserving the Huangpu, it is incumbent on him "to appoint persons fitted to undertake the duties of this important work, in obedience to Imperial instructions." He has accordingly appointed Mr. Ku Hung-ming to be Resident Director of the Viceroy's proposed Conservancy Bureau at a salary of Tls. 800 a month, Mr. John Goodnow to be Consulting Adviser at a salary of Tls. 600 a month, and an expectant Taotai Ho Wei-k'ou to be Assistant Director at a salary of Tls. 200 a month. We need hardly say that the news of these appointments has not been received with enthusiasm, for the very sufficient reason that the Viceroy has no more power to make these appointments and pay these salaries out of the funds appropriated to the Conservancy, than he has to announce that the supreme control of the Bureau is in his own hands as Imperial High Commissioner of the Nanyang.

It is very evident that the Viceroy, Mr. Ku Hung-ming, and Mr. Goodnow have not studied the origin and constitution of the new Huangpu Conservancy Board. One of the terms of the treaty of peace between the Powers and China after the Boxer troubles in 1900 was that our river, the Huangpu, should be improved and regulated, and the harbour made what the harbour of Shanghai and its approaches ought to be. This was a task imposed on China by the Powers, whereas the Viceroy seems to think it is a concession to the Chinese Government on the part of the Powers. An elaborate scheme, which on farther consideration was found to be unworkable, was attached to the Peace Protocol as an Annex, and this was subsequently changed, after much discussion and deliberation, to the scheme which was published in our columns on the 9th of March last. An examination of this scheme will show that the Viceroy is not even mentioned in it, and that he has no *locus standi* in it at all. The first article says: "The Taotai and the Commissioner of Customs in Shanghai are charged with the general protection of the conservancy works of the Huangpu as well as their maintenance." In the whole twelve articles the Viceroy is never once mentioned; it is clearly stated throughout that the Taotai and the Commissioner of Customs, with equal powers, form the executive of the scheme. Even when we come to the matter of the provision of the funds for the scheme, in Articles 9 and 10, there is no mention of the Viceroy, the Diplomatic Body no doubt feeling that if he were given a share in the work, there would be still more delays and procrastinations than those which have characterised the preparations throughout. The somewhat vague statement is made that "China specifies, and gives as guarantee for the entire cost of the works, the entire rights on the opium collection of Szechuan and of Soochowfu in Kiangsu. In accordance with the agreement of the Protocol of 1901 she will devote annually to these works and for a period of twenty years, a sum of 460,000 Haikuan taels . . . The provincial authorities concerned will remit this sum by equal monthly payments into the hands of the Taotai and the Commissioner of Customs at Shanghai." And the Consular Body at Shanghai, to whom a quarterly report is to be made and submitted (Article 4), are charged with seeing that the Taotai and Commissioner of Customs do the work properly. There is no mention of a Conservancy Bureau or a Resident Director, Consulting Adviser, or Assistant Director, and

the finances are to be in the hands of the Taotai and Commissioner of Customs not of Mr. Ku Hung-ming or any other delegate of the Viceroy. It is carefully stipulated in Article 12, that "if China does not furnish sufficient funds in accordance with the new Convention in such manner as to permit of the commencement of the works, or if she should fail to conform with any other essential condition of the present arrangement, the original provisions of the Protocol of 1901 and of Annex 17 will immediately come again into force."

It might possibly be thought that the Viceroy's ulterior object in making these appointments was to cause farther delay in the commencement of the work, but we do not think that there is any reason to conclude that he really intended this. We presume that the fact is that he has never made himself acquainted with the terms of this new Convention. He has simply said to himself, or had it suggested to him: "Here is a sum of Tls. 460,000 a year for me to spend, and my first use of it shall be to create places for some worthy persons who will be glad to fill them." We are not aware that he consulted the Commissioner of Customs at all; and it will be noted that his dispatch is addressed, not to the Taotai and the Commissioner of Customs, who have co-equal powers in the matter, but to the Taotai alone; and that he does not say: "You will want some assistance in the work entrusted to you, and here are three gentlemen whom I recommend to your notice;" but he makes three definite appointments without any authority to do so whatever. His duty in the matter is distinctly limited to paying his proportion of the Tls. 460,000 a year to the Taotai and Commissioner of Customs. The sum is little enough for the work that has to be done, and he begins by reducing it by the sum of Tls. 19,200 a year, to be paid to three unnecessary appointees.

The mistake made by the Diplomatic Body is that they did not frankly entrust the work to the Inspector-General of Customs at the outset. The unexpected and unauthorised action of the Viceroy has given the Diplomatic Body an opportunity to correct this mistake, and we are sure that this is the best thing to do, the best way to get our river, which is deteriorating with every day's delay improved, and the improvement maintained.

SHANGHAI, CHINA, January 10th 6

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I have the honor to state that the long delayed work of improving the Whangpoo River from the outer bar (the junction with the Yangtse River) to and including the harbor basin of Shanghai, is apparently about to begin and that tenders will, during the year 1906, be asked from foreign dredging companies. This much needed improvement, which has been discussed in Shanghai for ten or more years, was provided for in the Peace Protocol of 1901, but as the plan proposed was unsatisfactory it was virtually suspended by consent of all parties, and an agreement reached in March 1905 was substituted. The Chinese Government assumes the responsibility and the cost of the whole work and agree to provide therefor the sum of 460000 Haikwan taels (approximately $300000 gold) annually for twenty years. An eminent engineer of Holland, Mr. John de Rijke, has been invited to prepare the specifications and plans and to direct the work, with other foreign assistance. This invitation has not been accepted but there is every probability that it will be, as Mr. de Rijke made the preliminary survey and understands the whole condition.

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The general design of the improvement contemplates dredging of the outer and inner bars of the Whangpoo, the Woosung jetty, a channel near the month 2500 feet wide, 18 to 22 feet in depth and as straight as can be effected, the protection of the banks to prevent caving, the deepening of the harbor to a point above the Chinese (Kiangnan) Arsenal. This will mean that twenty four miles of river will have to be gone over, but the dredging will only be extensive at the inner bar, where at low water stage there is now only about eleven and one half feet of water. The outer bar depth is greater but is varying constantly. The harbor depth is now from ten to twenty three feet although

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When such an improvement is completed the very greatest benefit will be conferred upon Shanghai. A reliable and safe channel will enable nearly all the ocean going vessels to come up to Shanghai instead of stopping at Woosung and lightening cargo from there. However such ships as the "Dakota" and "Minnesota" of the Great Northern S. S. Co. and the "Manchuria" and "Mongolia" of the Pacific Mail will never reach Shanghai on account of their draft and their size which is too great for the harbor convenience. But the work intended will effect a great change not only in the quantity of shipping off Shanghai but also in the cost of landing cargo, the tug and lighter companies having had things all their own way with the large vessels. There will be opposition and impediment to this work from some of these agencies, and it is expected that under any re-arrangement of the channel there will be vigorous protest from Woosung and its water front. As to the latter, however, there cannot be much amendment for any great deviation of the channel would affect the utility of the Woosung forts of the government.

In accordance with Chinese official processes and otherdeterrent influences, it is probable that no actual work will be done this year save in the way of preparation. The recent appointment by the Viceroy, Chou Fu, of the Liang Kiang Provinces, of Mr. John Goodnow, ex-American Consul General, Shanghai, as consulting adviser, has met with great protest as is shown by a clipping which accompanies this despatch. If there is to be a wrangle over this and other appointments and the matter is referred back to the Wai-wu-pu at Peking, it

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Dept. #96--4.

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I have the honor to be,

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Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure:

A newspaper clipping.

Dept.795--4.

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AMERICAN CONSUL GENERAL.

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Enclosure:

A newspaper clipping.

The
North-China Daily News.
IMPARTIAL NOT NEUTRAL.
SHANGHAI, 8TH JANUARY, 1906.

THE CONSERVANCY SCHEME.

WE published on Saturday a translation of a dispatch recently sent by H. E. Chou Fu, the Viceroy, to the Shanghai Taotai, in which the former mentions that the Foreign Powers having entrusted the Chinese Government with the duty of conserving the Huangpu, it is incumbent on him "to appoint persons fitted to undertake the duties of this important work, in obedience to Imperial instructions." He has accordingly appointed Mr. Ku Hung-ming to be Resident Director of the Viceroy's proposed Conservancy Bureau at a salary of Tls. 800 a month, Mr. John Goodnow to be Consulting Adviser at a salary of Tls. 600 a month, and an expectant Taotai Ho Wei-k'ou to be Assistant Director at a salary of Tls. 200 a month. We need hardly say that the news of these appointments has not been received with enthusiasm, for the very sufficient reason that the Viceroy has no more power to make these appointments and pay these salaries out of the funds appropriated to the Conservancy, than he has to announce that the supreme control of the Bureau is in his own hands as Imperial High Commissioner of the Nanyang.

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It might possibly be thought that the Viceroy's ulterior object in making these appointments was to cause farther delay in the commencement of the work, but we do not think that there is any reason to conclude that he really intended this. We presume that the fact is that he has never made himself acquainted with the terms of this new Convention. He has simply said to himself, or had it suggested to him: "Here is a sum of Tls. 460,000 a year for me to spend, and my first use of it shall be to create places for some worthy persons who will be glad to fill them." We are not aware that he consulted the Commissioner of Customs at all; and it will be noted that his dispatch is addressed, not to the Taotai and the Commissioner of Customs, who have co-equal powers in the matter, but to the Taotai alone; and that he does not say: "You will want some assistance in the work entrusted to you, and here are three gentlemen whom I recommend to your notice;" but he makes three definite appointments without any authority to do so whatever. His duty in the matter is distinctly limited to paying his proportion of the Tls. 460,000 a year to the Taotai and Commissioner of Customs. The sum is little enough for the work that has to be done, and he begins by reducing it by the sum of Tls. 19,200 a year, to be paid to three unnecessary appointees.

The mistake made by the Diplomatic Body is that they did not frankly entrust the work to the Inspector-General of Customs at the outset. The unexpected and unauthorised action of the Viceroy has given the Diplomatic Body an opportunity to correct this mistake, and we are sure that this is the best thing to do, the best way to get our river, which is deteriorating with every day's delay improved, and the improvement maintained.

SOLICITOR'S OFFICE

Office of the Solicitor.

February 15, 1906.

My dear Mr. Peirce:

A careful reading of the papers in the Whangpoo River Improvement leads me to concur in your opinion, namely: that the new agreement of March 1905 was substituted for the provisions of the Peace Protocol of 1901. As the new agreement was inconsistent with the provisions of the old, it would seem that the provisions of 1901 were repeated either directly or by implication. The Chinese Government assumed by the new agreement "the responsibility and the cost of the whole work" and it is only natural under these circumstances that the government should have a free choice of agents in carrying out the work.

If, however, it should appear that the agents appointed are incompetent, or if the measures taken are of the kind to delay or prevent the completion of the undertaking, it is clear that the parties to the first agreement could exercise pressure upon the Chinese Government because the foreign powers still insist that the work be done, but have permitted China to do it in a different way. If the means taken do not conduce to the end, a protest would be eminently proper; if the means are not inappropriate, it would seem to me that the formal protest should give way to a friendly suggestion.

I am basing this opinion on the document submitted and accept for purposes of this opinion as facts the statements contained therein.

J.B.M

Mr. Denby.

What do you think about this?

Feb. 16 R. B.

CONSULAR BUREAU
FEB 17 1906
DEPARTMENT of STATE

DEPARTMENT OF STATE,
WASHINGTON.

ASSISTANT SECRETARY,
FEB 17 1906
Corr Ackdg

February 17, 1906.

Memorandun for the Assistant Secretary.

Mr. Bacon:

There is nothing to be done with this Despatch but to acknowledge it. The United States Government consented to waive Article VI of the Protocol of September 7, 1901, and so instructed Mr. Conger (No. 814 June 29, 1904. See Foreign Relations 1904-p.191).

On September 27, 1905, all signatories of said protocol signed an agreement with China allowing her to take charge of the Wangpu River Improvements at her own expense (Rockhill to Secretary of State, No. 122, October 12, 1905).

This agreement reserves no control over appointments, to the United States or other Powers. Article XI provides: "If the works are not carried out with diligency, care and economy", the Consular Body may make certain repre-

sentations to the Chinese authorities.

The appointment of Goodnow, unacceptable as it may be, does not seem to call for any notice. If it does prove to be necessary to object to it the initiative would more becomingly be left to some other interested parties than the United States.

Chas. Denby.

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No. 97

CONSULAR BUREAU
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DEPARTMENT OF STATE

3rd ASST. SECRETARY
FEB 12 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

CHIEF CLERK
FEB
12
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

The Mexican "chopped" dollar.

Dr Jan 16/06
July 16/06
Ans July 27/06

ABSTRACT OF CONTENTS:

Asking for information as to why the quarterly Mexican rate is given as to the "chopped" dollar.

INDEX BUREAU
FEB 17 1906
FILED

No. 97.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that information as to the use of the word "chopped" in the quarterly telegram fixing the rate of the Mexican dollar would be greatly appreciated by the American consular representatives in China. In nearly all places other than Canton we do not know the "chopped" dollar; here and in the north we have the "clean" Mexican and the foreign and native banks take no account of the "chopped". Each quarter after transmitting the rate wired to me I receive requests for explanation and usually it is stated that all "chopped" dollars are at a discount. Such is the condition here where the Canton and Hong Kong "chopped" dollar is always subject to a discount ranging from 3 to 4 cents each.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

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CONSULAR BUREAU RECD FEB 7 '06 DEPT OF STATE

CONSULAR BUREAU FEB 31 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY. FEB 12 1906

No. 98.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ans Cy 3/6 26/06

SUBJECT:

reporting the organization of American Volunteer Company. in Shanghai

ABSTRACT OF CONTENTS:

Reporting organization of American Company of the Shanghai Volunteer Corps.

INDEX BUREAU FEB 26 1906 FILED

No. 98.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that on January 5th 1906 there was organized in the city of Shanghai the "American Company of the Shanghai Volunteer Corps". Nearly all the young Americans in the city responded to the call for such organization and the muster roll was signed by about one hundred. This company, which is now being drilled by experienced men of the United States marine corps from the U. S. S. "Baltimore", has been offered and accepted as an integral part of the local volunteer corps now consisting of six hundred men in a fine state of efficiency. The American company will wear uniforms of American design, will drill according to the American manner, but will be furnished with the same rifle as the other volunteers.

During the recent trouble in Shanghai the absence of American volunteers was commented upon and as a consequence this company has been organized.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

3rd ASST. SECRETARY.
FEB 10 1906

No. 99

ASST. SECRETARY
FEB 13 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

CHIEF CLERK
FEB
9
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

COPIES MADE

SUBJECT: Rec'd by mail Feby 16/06

~~Re the~~ The boycott and anti-foreignism

CONSULAR BUREAU
FEB 15
1906
DEPARTMENT OF STATE

ABSTRACT OF CONTENTS:

Reporting present condition in Shanghai and outports indicating revival of anti-American action and danger of anti-foreign outbreaks.

re conditions in China.

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FEB 17 1906
FILED

No. 99.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report as follows in relation to the boycott agitation and anti-foreign feeling in this section of China.

In Shanghai and in nearly all other cities of commercial importance in the Yangtse valley there is little evidence of business at this time upon which to base an estimate of the prevalence of boycott agitation. To the stagnation of trade which has marked the last few months there is now added the all important influence of China New years, the great settling period which applies to all classes of the Chinese, and which causes an almost total cessation of buying, as well as a suspension of all ordinary affairs of the people. January 25th of this year, the Chinese Newyears, will demonstrate several things but the principal one will be: how greatly has Chinese business suffered by the boycott cause and the recent trouble in this city. It is stated by Chinese financiers that there will be a fair settlement and that business will resume in good volume by February 1st unless there comes a recurrence of the boycott action which will then, on the basis of the December disturbance and the new ideas, be

more

more or less anti-foreign and not so particularly anti-American.

Reviewing the conditions of the closing months of 1905 as to the boycott it is seen that in Shanghai at least it has been nearly all talk, and the same statement will apply with equal truth to other cities roundabout. The student class, as the willing workers of the boycott organization, has done its best to keep the issue alive and to some extent has succeeded much against the wishes of the merchants who have had enough and never want to see another boycott. But this talk and undercurrent of agitation has not been shown to any great extent in the business affairs related to American products. There has been timidity in buying and in some instances cancellation of orders under the spur of threats, but despite denials from some Americans it is well known to the majority that such conduct on the part of Chinese buyers has not been the rule. This statement however does not apply to the product of the Standard Oil Co. which has been opposed in many places outside Shanghai. As to that condition it can only be said that thorough investigation will prove that trade competition has as much to do with it as Chinese antagonism. That underhanded methods have been employed against the Standard Oil Co. and the British-American Tobacco Company is becoming plainer every day, and it is not strange that there is well grounded suspicion that this action involved the official class. At present the attack on these two companies is apparently centered in and around Hankow, where obscene circulars have appeared and also many evidences of unfriendly intent. But at Soochow,

Chinkiang

there or less anti-foreign and not so particularly American.

Portraying the conditions of the closing months of 1926 as it is seen that in Shanghai at least it has been nearly all talk, and the same elements will apply with equal force to other cities throughout. The student class, as the writing masters of the Japanese organizations, has done its best to keep the issue alive and to some extent has succeeded at much expense the wishes of the merchants who have had enough and never want to see another boycott. But this fact and undercurrent of agitation has not been shown to any great extent in the business affairs related to American products. There has been timidity in buying and in some instances cancellation of orders under the spur of threats, but despite denials from some Americans it is well known in the majority that such comment on the part of Chinese buyers has not been the rule. This statement however does not apply to the product of the Standard Oil Co. which has been opposed in many places outside Shanghai. As to textiles it can only be said that through investigation will prove that trade competition has as much to do with the Chinese antagonism. That nationalists agitators have been employed against the Standard Oil Co. and the British-American Tobacco Company is beyond a peradventure, and it is not strange that they have well grounded suspicion that Chinese merchants are the financial sinews. It speaks the truth on these two

Chinkiang, Changchow, Wuhu, Kiukiang and many other places tributary to and on the Yangtse there have also been more or less open antagonism of late.

The true test as to the latent strength of the boycott movement will certainly come immediately after the Chinese Newyear holidays which end about February 1st. If there is a strong and sincere revival of it then there will be cause for grave anxiety for many reasons because with the present bitter feeling on account of the Shanghai troubles added to the boycott cause there is absolutely no telling what may happen. It is believed by many that the boycott has been kept in suppression until the holidays shall have passed, and after that the control is to be relaxed in recognition of the demand of the student and agitating classes. It is plain that these elements are keeping close watch upon the session of Congress and that full information as to the probabilities is being supplied from abroad. Consequently there is every reason to believe that they will be heard from soon. The questions are: will the guilds support the movement and will the officials try to prevent it? As stated the merchants are against the boycott, but under the lash of the guilds they must give a half hearted acquiescence at least. If the officials so desire they can squelch the recrudescence of the movement in this section and by doing so will gain the support of the merchants. But again there is the now powerful student class, which under the teachings of foreign educated Chinese, and perhaps others not friendly to American interests where they conflict with their own, has developed an influence recognized by officials, guilds, merchants and laborers.

Under

Under the present conditions it would be easy to incite the coolies, and that once done no one could say what would be the result in districts where foreign influence is not strong. It is probable however that all control would be swept aside and with the boycott issue lost sight of general reprisals or so called "retaliation" against foreigners would ensue.

And this brings one to the consideration of the anti-foreign feeling now currently reported. Whatever may have the true condition one month ago there is now no denying that this anti-foreignism exists to a dangerous degree. It is reported from all cities and by all classes of foreigners, and each observer states that the Shanghai riot has done more to bring it about than all other causes not even excepting the boycott movement. The agitators have used that incident as their text and have given it as an illustration of what may be expected if Chinese rights are not asserted. Missionaries at nearly all stations near Shanghai now give practically the same reports and many do not hesitate to say that they can accomplish nothing under the present conditions. It may all be a false alarm but there are many evidences to the contrary. China is more than ever a land of mystery now and the next few months may be productive of great surprises or confirmations of fears.

Personally I believe that there will be a general revival of the boycott agitation in this whole section in February and that for a short time at least it will present more dangerous conditions than before. But it is my opinion that there will be prompt recognition of the general danger and a united stand against the movement from all foreigners. If there is such

suppression

suppression there will probably be few outbreaks in the interior, but if it is allowed to continue for any length of time there will be the greatest cause for apprehension, because the people, unable to distinguish between issues, will seize upon the opportunity to retaliate and thus follow the advice of those who are now proclaiming principally that China is for the Chinese.

There is a nervous tension in Shanghai caused by the recent outbreak, by its practically unsettled questions, and by speculation as to whether there will be trouble after China New Years. This state of mind, which is shared by many of the most conservative, is not relieved by the information, seemingly well authenticated, that the rough element of several cities and districts, is quietly slipping into Shanghai in expectation of proceedings which may give the prospect of loot.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

I have the honor to be,

Sir,

Your obedient servant,

Clark

CONSULAR BUREAU.
NOTED AND PUBLISHED

CONSULAR BUREAU
FEB
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1906
DEPARTMENT of STATE

3rd ASST. SECRETARY.
FEB 12 1906

No. 100

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

CHIEF CLERK
FEB
12
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ans. by Form
Feby 16/06

SUBJECT:

Death of John Dillison.

ABSTRACT OF CONTENTS:

Reporting death of John Dillison in Jail of American Consulate General, Shanghai.

INDEX BUREAU
FEB 17 1906
FILED

No. 100.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report the death on January 10th 1906 in the jail of the American Consulate General, Shanghai, of one John Dillison, alias John Brown, alias Walter Montgomery, alias Peter Gallagher, a sailor who has been in Shanghai at intervals for about fourteen months. Dillison, for that appears to be his true name, has been greatly addicted to drinking and has been arrested several times for drunkenness. He was brought into the Consular Court November 28th 1905 on that charge, was given a week in Jail, was rearrested December 7th, and was discharged December 21st, after which it appears he entered a hospital from which he was discharged a few days ago. He was rearrested January 8th 1906, and upon being brought before me was sentenced to ten days imprisonment, it having been my intention to get him a ship if possible within that time. During the night of the 9th inst., he obtained through a coolie who has admitted the offense, a supply of Samsui (Chinese rice whiskey) and drank very a considerable quantity of it. This morning he was somewhat intoxicated but otherwise appeared well. However shortly after noon he suddenly collapsed and died before medical assistance could be

obtained

obtained. Dr. Paulin, who was summoned, stated the cause of death as alcoholism and heart failure. His interment will be made tomorrow.

Although this man several times made oath to be an American, there is good reason for thinking he was a British subject. He has had a bad record with shipmasters and has never stayed long in one ship. He claimed to have been born on Third Avenue, New York City, and to have a wife whose name is Stella and a daughter Mary. Those who knew him place no credence whatever in these statements. Nothing more is known of him than that given. He had absolutely no property, except $2.24 Mexican. No blame whatever can be laid upon the Jail officers as the man was apparently as well as usual a few minutes before his death.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Y.T.

CONSULAR BUREAU RECD FEB 7 '06 DEPT OF STATE

CONSULAR BUREAU FEB 13 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY. FEB 12 1906

No. #

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 11th , 1906.

NOTED CONSULAR BUREAU

CHIEF CLERK FEB 12 1906 DEPARTMENT OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

Inquest

Ans by Tel 16/06

ABSTRACT OF CONTENTS:

Transmitting report of an inquest held on one Miss Harvie Taber.

respecting the death of miss Harvie Taber, alias B. Winn

INDEX BUREAU FEB 17 1906 FILED

No. #

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 11th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith a report in duplicate of the proceedings of an inquest held on the body of one Miss Harvie Taber alias B. Winn, who was found dead in bed at her room in the Hotel Metropole on December 30th 1905.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: 1 as above mentioned.

INQUEST.

Shanghai, 30th December.

Before the Hon. JAMES L. RODGERS, Coroner, and Messrs. E. H. DUNNING, J. M. DARRAH and W. P. BOYD, jurors.

An inquest was opened at the Hotel Metropole this afternoon into the circumstances attending the death of Miss Harvie Taber, alias B. Winn, who was found dead in bed at her room in the Hotel Metropole at 8 a.m. to-day.

The Jury viewed the body.

C. A. Biddle, sworn, said that this morning about 8 o'clock one of the room boys came to him and said that he could get no answer from Miss Taber. He said he had taken her tea at 9 a.m. yesterday and then she told him to go away which he did and she locked the door. He did not see her last night and she had no dinner. Witness then sent the boy out on the ledge and got open the window leading to the room and Miss Taber was found dead in bed as seen by the Jury. Witness sent for the police and also informed the Consulate. She had been a guest at the hotel since the 16th November. She always appeared to be in good health. There did not appear to be anything wrong. He last saw her the day before yesterday when she was having dinner. He had heard of her before she came to the hotel. He had often seen her driving about in a carriage. She formerly lived in Manila. She was a woman of about 35 or 40 years of age.

By a juror—She had paid her account up to the 13th inst and said she was going away about the 20th instant. She had no visitors that witness knew of.

Fu Lu-pa, cautioned, said he last saw the lady at 8 a.m. yesterday when he took her some coffee and toast. She had coffee and toast every morning at the same time. She was a little sick and took medicine. There were lots of medicine bottles on the mantel shelf in her room. Yesterday she told witness that she was going to lock the door and she was not to be disturbed. She also said that she did not want any tiffin. She did not want witness to clean the room. She said if she wanted anything she would ring the bell. At 2 p.m. witness went to the room and knocked and asked her if she wanted some tiffin and she replied no. Last night a lady came to the hotel and asked for the deceased and witness told her that she was out. The lady told witness to tell Miss Taber that a lady from the Astor House had called. This morning witness knocked the door but could get no answer. He then told Mr. Biddle who sent a coolie out on the ledge who opened the room window and found the body on the bed.

By the Coroner—There was nothing on the floor. The room was last cleaned the day before yesterday. Yesterday when witness asked about tiffin she did not open the door but spoke loud enough for him to hear. He could recognise the lady visitor if he saw her again. She said she lived at the Astor House.

Dr. Ransome, sworn said, he saw the body at about 10.15 a.m. to-day. It was lying prone on the bed with the head turned towards the right. The left arm was drawn up and the fingers clenched. She had on a night dress and stockings. The body was stiff and had the appearance of having been dead for ten or twelve hours and showed a quantity of post mortem rigidity. There was a quantity of vomited matter on the face and bed cloths and in a cuspidor. It was of a darkish colour and was mixed with blood and pieces of mucous membrane. The gums were partly destroyed and appeared to have been done by some strong matter. There was also a strong smell of camphor in the room. A slop bucket also smelt strongly of camphor. There was a broken bottle in the fire grate, but there was no sign of poison to be seen. Mr. Englebracht had found a slip of paper which was shown to witness containing a list of names of various strong poisons, but none of them had been used. The body showed no signs of violence and was fairly well nourished. She was a woman of about 40 or 45 years of age. She was a robust woman and showed no signs of being an invalid. In witness's opinion it was a clear case of suicide. It would only be conjecture to say what poison had been used as it would be impossible to say without a post mortem examination. Death might have been caused by chloride. She had not died quickly as the state of the bed and vomit showed. Chloride of Mercury could be used in small quantities for various diseases. Death would sometimes result from a dose of two ounces. The bottle that had been found gave no clue as to what it had contained and the label had also been destroyed. It was his opinion that the cause of death was from poison self administered.

C. Englebracht said that Dr. Fresson had called at the Consulate this morning and reported that a woman had died at the Hotel Metropole and he thought she had committed suicide. He said he would be at the inquest this afternoon, but he did not appear. Witness had examined the room and found the body as described. There was a broken bottle in the grate and pieces of it scattered on the floor. In the lower shelf of a small table alongside the bed was a loaded revolver which the deceased had evidently intended to use, but had changed her mind and put it on the table and used other means of causing her death. There was a ten dollar bill found in a purse and a necklace of imitation pearls in a trunk. There was no other jewellery, bank or cheque books. There was also a letter from Miss Warren Moore.

The Coroner said that some enquiries should be made at the drug stores as to whether any poison had been bought by any one answering the description of the deceased.

E. von Bibra, sworn, said he saw the deceased walking in the Bubbling Well Road opposite the Horse Bazaar between five and six o'clock yesterday and also in a ricksha. She bowed to witness when she saw him. She was a quiet reserved woman and had no visitors that he knew of. About two weeks ago a couple of hospital nurses called at the hotel to see the deceased and they went to her room with her. Witness had heard that she had been neglected by her husband in Manila and she had left him for that reason. She seemed to be in good health as far as witness could see.

The jury finally brought in a verdict that the deceased came to her death by poison self-administered.

INQUEST.

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The jury finally brought in a verdict that the deceased came to her death by poison self administered.

CONSULAR BUREAU
FEB 7 1906
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
FEB 10 1906

No. #

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

ASSISTANT SECRETARY,
FEB 9 1906

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT: ans by tel Feb 15/06

Trans an Editorial from the North China Daily News in regard to conditions in China

ABSTRACT OF CONTENTS:

Endorsing generally the views expressed in the leading editorial of the North China Daily News of January 10th 1906.

No. 4

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to forward herewith the leading editorial from the North China Daily News of this date. This expression to a great extent reflects public opinion, and while it may be said that the issue of the English portion of this community, which this paper represents, against the Chinese may have colored it somewhat, it is nevertheless, in my opinion, a good resume of the condition.

I have the honor to be,

Sir,

Your obedient servant,

John L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure:

Editorial from the N.C.D.N. of Jan. 10, 1906.

The North-China Daily News.

IMPARTIAL NOT NEUTRAL.

SHANGHAI, 10TH JANUARY, 1906.

UNDIGESTED KNOWLEDGE.

STUDENTS, bearing the unmistakable marks with which we have all recently become familiar, were distributing Chinese circulars in some of the streets of the Settlement on Monday, inviting all who received them to attend a mass meeting to discuss ways and means of founding in Shanghai a large university for the benefit of the young seekers after Western knowledge, driven out of Japan by the harsh brutality of the Japanese Government. The Japanese school and university authorities, it appears, took it upon themselves to lay down certain regulations for, and enforce certain restrictions on, the conduct of the students in the hours not devoted to the acquisition of knowledge. They even had the audacity to require that the boarding-houses and places of recreation frequented by the Chinese students should be licensed, and should be under the supervision of the school and college authorities. It is true that this course is pursued in every school and university town in the civilised world; but it was regarded as a wanton insult by the high-spirited sons of Han who had gone across the hated black water to sit at the feet of the Japanese Gamaliels; and young China accordingly, to the number of about one thousand, shook the dust of Japan off its indignant feet, and took ship for home. Arrived here, the youngsters found that their action was somewhat hasty; the schools and universities here don't want them; they have not learnt even what they, with their exaggerated view of their own acquirements, consider sufficient; and their senior colleagues here, with an eye possibly to professorships, have decided to found a college here for them. For this purpose a considerable sum of money is required, which under the circumstances it will not be very easy to secure, and it is hoped that at the proposed meeting a solution of the difficulty will be found. But Shanghai wants no such establishment, unless under foreign control.

Students everywhere, with the audacious irresponsibility of youth, and the bewildering effect of the rush of new ideas on immature minds, are an excitable and exciting force, particularly in countries where great political changes are fermenting, and every Government has to reckon with them, and control them if it can. The *Soshi*, the great enemies of order in Japan, came from the student class when the new knowledge was beginning to flood the country, but the Government has been wise enough and strong enough to control them. In Russia, the anarchists and socialists are largely recruited from the students, and they are in the forefront of every revolutionary outbreak. In well-ordered countries like those that make up Central and Western Europe, the State is so strong that the exuberance of the students can only find a vent in comparatively harmless outbursts, while, though American civilisation is apparently young, it is really a continuation of the old civilisation of the mother country, and the powers of order are as efficient there as on the other side of the Atlantic. But in China the new wine has been poured into old bottles,

the students have been crammed with the new learning before their minds were strengthened to receive it, they have come back long before it was digested or assimilated. Their vista of the independence that Japan has achieved has stimulated in them a dangerous form of patriotism uncontrolled by reason. They have no idea of their own limitations or those of their country. They think they know as much already as their foreign teachers, and their newly-awakened love of country impels them, without any realisation of the loss it would be to their country, to determine to eject the foreigner from the "18 Provinces," and firmly secure "China for the Chinese." Many of our outport correspondents, who are the best recorders of what is passing in the interior, and to whom our readers are therefore so greatly indebted, have referred to the troubles existing and threatening which show the indigestion from which the returned students are suffering and its unpleasant consequences. People who are still suffering from dread of the "Yellow Peril" bogey make use of this condition to charge Japan with being responsible for all the unrest and anti-foreign feeling in China, which is as reasonable as it would be to hold the butcher and the baker responsible for the illness of a man who overeats or bolts his food. Our Tayehsien correspondent describes the state of things exceedingly neatly. He says :—

> The old style of Chinese scholar, the Confucian fossil, who despised all who come from outside the Flowery Kingdom, is passing away, and in his place comes the new student, having a smattering of Western thought and science gained through Japanese books. With his little knowledge he feels he knows all things, and is quite competent to be a guide to the people. All that comes from the West is evil, and the only hope for China lies in the Sunrise Kingdom. Let us build our own ships, open our own mines, build our own railways, and keep the foreigner out of everything. Very good, if they had the means and the men to do such work, but the new student feels quite confident he can do all these and more. So the common people are being told that anyone who has any intercourse with the foreigner is a traitor to the great Flowery Kingdom. The train is being laid for another outbreak by thus fostering the worst passions of the ignorant. But we cannot expect the leaven of new knowledge to spread without upheaval and storm. We can only hope that time will teach the loud-voiced patriots that China must learn to walk before she can run, and that only by obtaining help from all that is good in Western thought and civilisation will China take her place in the first rank of Great Powers.

The worst element in this state of things is, that the officials, both at the capital and in the provinces, are afraid of these students. The officials, as well as the simple people, are dazzled by their supposed knowledge, and the former, instead of making them understand that the world is governed by wisdom, and that knowledge, least of all a smattering of knowledge, is not wisdom, do not dare apparently to put them in their places, and this explains the influence they have acquired over the people, to whom a revolution can bring nothing but trouble and suffering. What occurred recently at the university town of Taiyuanfu, Shansi, as reported by our correspondent in his letter of the 14th ult., is a notable instance of this official weakness. Messrs. Jamieson and Saffrey, of the Peking Syndicate, paid a visit to the Governor of Shansi, with whom they already had a friendly personal acquaintance, at Taiyuanfu. Getting wind of this, the students at the university there, some 300 in number, asked for a day's leave, and proceeded in a body to the Governor's yamên, with a petition demanding the cancellation of the Peking Syndicate's concession. Considering that the two foreigners were the guests of the Governor, the action of the students was a shocking violation of the rules of propriety, according to Chinese as well as Western ideas; but the Governor, instead of ordering them immediately to return to their studies, and leave political questions alone, actually parleyed with them, and assured them that he would do his utmost for the province as long as he was Governor. The terms of his answer must have satisfied the students, for they retired with the words: "We can never thank you enough." If the discontent fomented by the students culminates in another anti-foreign outbreak, it will be the officials who will be responsible, for not quenching the flame before it bursts into a conflagration.

The
North-China Daily News.

IMPERIAL NOT NEUTRAL.

SHANGHAI, 10TH JANUARY, 1906.

UNDIGESTED KNOWLEDGE.

Students, bearing the unmistakable marks with which we have all recently become familiar, were distributing Chinese circulars in some of the streets of the Settlement on Monday, inviting all who received them to attend a mass meeting to discuss ways and means of founding in Shanghai a large university for the benefit of the young seekers after Western knowledge, driven out of Japan by the harsh brutality of the Japanese Government. The Japanese school and university authorities, it appears, took it upon themselves to lay down certain regulations for, and enforce certain restrictions on, the conduct of the students in the hours not devoted to the acquisition of knowledge. They even had the audacity to require that the boarding-houses and places of recreation frequented by the Chinese students should be licensed, and should be under the supervision of the school and college authorities. It is to this that this course is pursued in every school and university town in the civilised world; but it was regarded as a wanton insult by the high-spirited sons of Han who had gone across the hated black water to sit at the feet of the Japanese Gamaliels; and young China accordingly, to the number of about one thousand, shook the dust of Japan off [illegible] and took ship for home. Arrived here, the youngsters found that their action was somewhat hasty; the schools and universities here [illegible] were not learning what they, with their [illegible] view of their own acquirements, consider sufficient; and their senior colleagues here, with an eye possibly to professorships, have decided to found a college here for them. For this purpose a considerable sum of money is required, which under the circumstances it will not be very easy to secure, and it is hoped that at the proposed meeting a solution of the difficulty will be found. But Shanghai wants no such establishment, unless under foreign control.

Students everywhere, with the audacious irresponsibility of youth, and the bewildering effect of the rush of new ideas on immature minds, are an excitable and exciting race, particularly in countries where great political changes are fermenting, and every Government has to reckon with them, and control them if it can. The *Soshi*, the great enemies of order in Japan, came from the student class when the new knowledge was beginning to flood the country, but the Government has been wise enough and strong enough to control them. In Russia, the anarchists and socialists are largely recruited from the students, and they are in the forefront of every revolutionary outbreak. In well-ordered countries like those that make up Central and Western Europe, the State is so strong that the exuberance of the students can only find a vent in comparatively harmless outbursts, while, though American civilisation is apparently young, it is really a continuation of the old civilisation of the mother country, and the powers of order are as efficient there as on the other side of the Atlantic. But in China the new wine has been poured into old bottles,

the students have been crammed with the new learning before their minds were strengthened to receive it, they have come back long before it was digested or assimilated. Their vista of the independence that Japan has achieved has stimulated in them a dangerous form of patriotism uncontrolled by reason. They have no idea of their own limitations or those of their country. They think they know as much already as their foreign teachers, and their newly-awakened love of country impels them, without any realisation of the loss it would be to their country, to determine to eject the foreigner from the "18 Provinces," and firmly secure "China for the Chinese." Many of our outport correspondents, who are the best recorders of what is passing in the interior, and to whom our readers are therefore so greatly indebted, have referred to the troubles existing and threatening which show the indigestion from which the returned students are suffering and its unpleasant consequences. People who are still suffering from dread of the "Yellow Peril" bogey make use of this condition to charge Japan with being responsible for all the unrest and anti-foreign feeling in China, which is as reasonable as it would be to hold the butcher and the baker responsible for the illness of a man who overeats or bolts his food. Our Taychsien correspondent describes the state of things exceedingly neatly. He says :—

> The old style of Chinese scholar, the Confucian fossil, who despised all who come from outside the Flowery Kingdom, is passing away, and in his place comes the new student, having a smattering of Western thought and science gained through Japanese books. With his little knowledge he feels he knows all things, and is quite competent to be a guide to the people. All that comes from the West is evil, and the only hope for China lies in the Sunrise Kingdom. Let us build our own ships, open our own mines, build our own railways, and keep the foreigner out of everything. Very good, if they had the means and the men to do such work, but the new student feels quite confident he can do all these and more. So the common people are being told that anyone who has any intercourse with the foreigner is a traitor to the great Flowery Kingdom. Thus train is being laid for another outbreak by thus fostering the worst passions of the ignorant. But we cannot expect the leaven of new knowledge to spread without upheaval and storm. We can only hope that time will teach the loud-voiced patriots that China must learn to walk before she can run, and that only by obtaining help from all that is good in Western thought and civilisation will China take her place in the first rank of Great Powers.

The worst element in this state of things is, that the officials, both at the capital and in the provinces, are afraid of these students. The officials, as well as the simple people, are dazzled by their supposed knowledge, and the former, instead of making them understand that the world is governed by wisdom, and that knowledge, least of all a smattering of knowledge, is not wisdom, do not dare apparently to put them in their places, and this explains the influence they have acquired over the people, to whom a revolution can bring nothing but trouble and suffering. What occurred recently at the university town of Taiyuanfu, Shansi, as reported by our correspondent in his letter of the 14th ult., is a notable instance of this official weakness. Messrs. Jamieson and Saffrey, of the Peking Syndicate, paid a visit to the Governor of Shansi, with whom they already had a friendly personal acquaintance, at Taiyuanfu. Getting wind of this, the students at the university there, some 300 in number, asked for a day's leave, and proceeded in a body to the Governor's yamên, with a petition demanding the cancellation of the Peking Syndicate's concession. Considering that the two foreigners were the guests of the Governor, the action of the students was a shocking violation of the rules of propriety, according to Chinese as well as Western ideas; but the Governor, instead of ordering them immediately to return to their studies, and leave political questions alone, actually parleyed with them, and assured them that he would do his utmost for the province as long as he was Governor. The terms of his answer must have satisfied the students, for they retired with the words: "We can never thank you enough." If the discontent fomented by the students culminates in another anti-foreign outbreak, it will be the officials who will be responsible, for not quenching the flame before it bursts into a conflagration.

Copy.

No. 101.

RECD FEB 7 '06 DEPT OF STATE

3rd ASST. SECRETARY. FEB 12 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 13th , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ans by mail
Navy
July 15/06

SUBJECT:

Desp. Sec'y Navy
July 24/06

The advisability of keeping an American cruiser in Shanghai.

to the Secy of Navy

ABSTRACT OF CONTENTS:

Reporting opinion of American Association of China that an American cruiser should be stationed at Shanghai.

INDEX BUREAU FEB 19 1906 FILED

Secretary of State,
FEB 23 1906

No. 101.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 13th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that upon the request of the officers of the American Association of China, I recently transmitted to the American Minister at Peking a protest against Shanghai being left without the presence of an American cruiser in port. This action was based on the fact that at the time of the recent riot the U. S. S. "Baltimore" was at Chinkiang, 160 miles up the Yangtse, and the three gunboats, the "Elcano", "Villalobos" and "Quiros" at Nanking, Chinkiang and Kiukiang respectively. The "Baltimore" had been at Shanghai for the month of October, dropped down to Woosung for November and went up the river December 1st. Two of the gunboats had been in the Shanghai harbor for a month.

I believe that a cruiser should be in Shanghai harbor in the immediate future nearly all the time. Her services might not be needed, but if they should be her proximity will be very valuable.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

CONSULAR BUREAU.
PLEASE REPORT.

CONSULAR BUREAU
FEB
21
1906
DEPARTMENT

RECD
FEB 19 '06
DEPT. OF STATE

3rd ASST. SECRETARY.
FEB 20 1906

No.102

AMERICAN CONSULATE-GENERAL,

SHANGHAI, January 17th , 1906.

CHIEF CLERK
FEB
19
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

20 Encs
Rec'd 17/06

Appraisement of Chinese merchandise.

ABSTRACT OF CONTENTS:

INDEX BUREAU
MAR 21 1906
FILED

No. 102.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 17th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's despatch dated November 1st 1905, relative to lack of uniformity in the appraisement of Chinese merchandise imported at various ports in the United States and instructing me to carefully scrutinize all invoices covering merchandise of the kind in question, and also requesting my opinion of the advisability of compelling Chinese shippers to swear to value of their Invoices etc.

In future, I will endeavor to cause a closer scrutiny of all invoices presented at this Consulate General and hope to be able to assist the Customs officials in detecting undervaluations.

Referring to that part of your instructions relative to requiring the Chinese shippers to swear to the values of the Invoice before a Chinese official, I do not believe it would be practicable.

In cases brought in the Mixed Court, the Chinese are never required to swear to their answers nor are the Chinese witness required to swear to the truthfulness of their statements.

I have the honor to be, Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

5

CONSULAR BUREAU
FEB 20 1906
NOTED

2nd ASST. SECRETARY.
FEB 20 1906

No.#

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 18th , 190 6.

CHIEF CLERK
FEB
19
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT: Mortuary July 26/06

Death Reports.

ABSTRACT OF CONTENTS:

Transmitting From #192 showing the deaths of John Brown & Josephine Martin.

INDEX BUREAU
FEB 20 1906
FILED

CONSULAR BUREAU.
NOTED

No. #

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 18th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose herewith two
2/ forms No. 192 showing the deaths of John Brown and
Mrs Josephine Martin.

I have the honor to be,

Sir,

Your obedient servant,

Jno. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: 2 as stated.

CONSULAR BUREAU.
NOTED

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, Jamary 17th 190 6

Name: John Brown

Native or naturalized: Native

Date of death: Jan 10/06

Place of death: Consular Jail, Shanghai

Cause of death: Alcoholism

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects: None

Address of family: Unknown

Family notified:

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 477

Remarks: Question as to his nationality

Jas L. Rodgers
Consul General of the United States.

[SEAL.]

Form No. 571

REPORT OF THE DEATH OF AN AMERICAN CITIZEN

Consular Service, U. S. A.

, January 17th 6

John Lyons
Native
Ens 10/GE
Consular Asst. Shanghai
Alcoholism
United

Home

Date

Shanghai

No

4/27

Reporting on his nationality

CONSULAR BUREAU
NOTED

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, Jamary 17th 190 6

Name: John Brown

Native or naturalized: Native

Date of death: Jan 10/06

Place of death: Consular Jail, Shanghai

Cause of death: Alcoholism

Disposition of remains: Buried

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Disposition of effects: None

Address of family: Unknown

Family notified:

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page
477

Remarks:
Question as to his nationality

Jas L. Rodgers
Consul General of the United States.

[SEAL.]

CONSULAR BUREAU
NOTED

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, January 17th 190 6

Name: Mrs.Josephine Martin

Native or naturalized: Husband American

Date of death: Jan 11th./05

Place of death: 193 Chapoo Road Shanghai

Cause of death: Cancer of the Uterus-Intestional Obstruction

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects:

Address of family: 193 Chapoo Road

Family notified: Yes

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 478

Remarks:

Jas L. Rodgers
Consul General of the United States.

[SEAL.]

CONSULAR BUREAU
NOTED

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, January 17th 190 6

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Native or naturalized: Husband American

Date of death: Jan 11th./06

Place of death: 195 Chapoo Road Shanghai

Cause of death: Cancer of the Uterus-Intestional Obstruction

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects:

Address of family: 195 Chapoo Road

Family notified: Yes

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page

478

Remarks:

Jas. L. Rodgers

Consul General of the United States.

[SEAL.]

CONSULAR BUREAU FEB 28 1906 DEPARTMENT OF STATE
CONSULAR BUREAU MAR 1 1906 DEPARTMENT OF STATE
3rd ASST. SECRETARY FEB 28 1906

No. 103.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 22nd , 1906.

ASSISTANT SECRETARY FEB 28 1906

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK FEB 20 1906 DEPARTMENT OF STATE.

SUBJECT:

American Importations in Third Quarter of 1905.

ABSTRACT OF CONTENTS:

Reporting conclusions as to American importations at Shanghai during third quarter of 1905, with special reference and comparison as to kerosene oil, the purpose being to show the effect of the boycott on American products.

INDEX BUREAU MAR 5 1906 FILED

No. 103.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 22nd , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that the last issue (July-September 1905 Quarter) of the Imperial Maritime Customs Gazette, just published covers the period in which the boycott on American importations became an actuality and in which as far as Shanghai and the outports are concerned it lapsed into its presentundefined state.

It might seen therefore that the statistics relating to American goods would show the effect of the boycott, but it must be remembered that the main items of importation from America under the business procedure of foreign commerce in China represent the fulfillment of contractual obligations, and therefore the schedules of dues and duties collected have as a rule little application when considering a condition which pertained to the mass rather than to the importer and the merchant. In recognition of this I do not attempt to draw any conclusion from the figures generally, for they represent the contract importations. The time for such conclusions will be after the publication of the Gazette issues of the first half of the year 1906. The importations expressed or indicated therein will show: first whether the stock contracted for in early

1905

1905 was sufficient or too much for the year, and second whether the boycott cause has been strong enough to prevent any new contracts. These statements of course relate principally to such staples as piece goods; the general cargo being harder to trace can only be taken into account on the basis of exhaustive investigation, and can be much easier followed up by export statistics at home.

But on the understanding foregoing it will not be amiss to mention the Shanghai importations of cotton goods during the quarter if only for the sake of showing the division of the trade and how much that of America has increased. The following tabulated statement will be self explanatory:

Cotton Goods.	1902	1903	1904	1905	
Shirtings, Grey, American	1,086,678	23,520	19,000	98,574	Pieces
" " Dutch		1,080	...	1,500	"
" " English		754,169	712,252	1,295,374	"
" " Indian		100	...	16,297	"
" " Japanese		3,000	390	480	"
Sheetings, Grey, American	1,224,708	497,044	485,281	2,643,330	"
" " Dutch	...	1,500	...	...	"
" " English	130,268	75,684	115,299	155,371	"
" " Indian	16,840	...	14,260	7,365	"
" " Italian	...	...	...	7,000	"
" " Japanese	...	4,100	42,480	30,880	"
Drills, American	316,816	440,835	471,701	1,038,485	"
" Dutch	7,820	3,732	2,110	10,290	"
" English	43,771	4,937	16,777	73,097	"
" Indian	...	525	13,080	6,995	"
" Italian	...	...	...	840	"
" Japanese	...	700	10,478	...	"
Jeans, American	39,500	22,000	32,860	136,050	"
" Dutch	2,160	12,240	...	31,507	"
" English	109,710	8,893	81,707	162,913	"

But

But if on account of contracts these figures are practically valueless in the boycott consideration, there is one importation which affords a safer guide. All through the active boycott period and since there has been much said about the boycotting of American kerosene oil. Inasmuch as the Chinese of all conditions buy oil for domestic purposes and cannot apparently get along without it, it will be interesting to study the tabular statements herewith enclosed.

Kerosene oil in China is bought to a considerable extent on contract, but the majority of oil is sold from day to day at market rates. It will be noticed that the importations and re-exportations for three quarters of four years are given, this being done principally to show the magnitude and the even trend of the Shanghai oil trade. But after that the principal concern is with the July-September returns of 1905 as compared with the similar period of 1904. These figures present some curious contradictions to accepted theories. More American oil was imported in the third quarter of 1905 than in 1904, but the totals of the other countries (India, Borneo, Sumatra and Russia) show the reverse; the re-exportations of American oil to China ports from Shanghai show a falling off as compared with the 1904 period, but are larger than those of the 1905 quarter just preceding, which was before the boycott. And furthermore it can be seen that foreign oil re-exportations fell off as compared with 1904, but increased over those of the preceding quarter in the same year. Although there are many eccentricities in these figures the general result is that American oil has not only held its own but has made a large increase. It cannot be argued with great effect that these figures do not

show

show absolute consumption of oil but only movement. The stocks at the stations are, it is understood kept nearly at the same amounts, and furthermore there is not sufficient tankage for the surpluses which would be indicated by the theory of storage rather than sale. The only conclusion that seems possible therefore is that the boycott did not affect American oil as much as the public in China at least thought. There is every reason to believe that the returns for the last quarter of 1905 will show the same general results.

As to the staples such as piece goods there is sufficient evidence in the character of the Chinese merchant of Shanghai to support the theory that he will be prepared to meet the condition if the boycott becomes active again. The Chinese thoroughly understand and respect contracts when they contribute to their good and therefore it is more than probable that contracts have been made earlier for the 1906 requirements. If this is the general rule the boycott in Shanghai would have little effect commercially unless breaking of contracts was compelled. With the general American cargo of which there has been a surplus, but which is now nearly all taken, there might be a more serious condition in Shanghai, if there was any likelihood of another great stock, an improbable outcome owing to all necessity for congestion in this city being removed.

A general conclusion in connection with the importation of American product into Shanghai is that if the American merchants would state the fact they are at present much more apprehensive as to future Japanese competition than of the Chinese boycott. Believing that the day is coming when Japan, through her industrial progress and her merchant marine, will claim and take the

market

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market, many of these merchants, and especially those importing cotton goods, do not hesitate in the least to say that Japan has taken advantage of the boycott to smooth their way and that as soon as she is ready there will be an infinitely more serious condition as to American trade in this section of China than could ever be brought about by a boycott. The Japanese commercial conquest of the Orient is the real bugbear now and it is hard to find anyone optimistic enough to controvert that idea.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y. W.

Enclosure: 1 as stated.

SHANGHAI
KEROSENE OIL IMPORTS

SHANGHAI

KEROSENE OIL IMPORTS

IN GALLONS

Year	First Quarter		Second Quarter		Third Quarter		Totals	
	American	Other Countries	American	Other Countries	American	Other Countries	American	Other Countries
1902	5886590	6808428	10375840	6500540	14966760	5178755	31229190	18487723
1903	2533340	5906265	5699020	3159970	4764230	9889338	12996590	18955573
1904	10363360	11589813	8772900	10716716	6293674	10329534	25429934	32636063
1905	20355538	8647582	12347993	8285869	6461572	6518307	39165103	23451758
Totals	39138828	32952088	37195753	28663095	32486236	31915934	108820817	93531117
	GRAND TOTALS	202351934					202351934	

RE-EXPORTS TO CHINA PORTS

1902	5812578	4117000	4495622	4364511	7174253	5955470	17482453	14436981
1903	4790440	3327990	4867200	4423800	7552264	4826510	17209904	12578300
1904	3084720	4760990	6055213	7353290	9627290	7965210	18767223	20079490
1905	6143170	2085735	7274830	3701900	7403320	4060413	20821320	9848048
Totals	19830908	14291715	22692865	19843501	31757127	22807603	74280900	56942819
	GRAND TOTALS	131223719					131223719	

SHANGHAI, CHINA, January 22nd 6

Robert Bacon,

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1908

1905 was sufficient or too much for the year, and second whether the boycott cause has been strong enough to prevent any new contracts. These statements of course relate principally to such staples as piece goods; the general cargo being harder to trace can only be taken into account on the basis of exhaustive investigation, and can be much easier followed up by export statistics at home.

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But on the understanding foregoing it will not be amiss to mention the Shanghai importations of cotton goods during the quarter if only for the sake of showing the division of the trade and how much that of America has increased. The following tabulated statement will be self explanatory:

Cotton Goods.	1902	1903	1904	1908	
Shirtings,Grey,American		28,880	19,000	98,574	Piece
"	Indian	1,000	...	1,800	"
"	English	1,088,678	764,169	718,282	1,298,874 "
"	Indian	100	...	16,297	"
"	Japanese	8,000	890	480	"
Sheetings,Grey,American		1,764,708	497,044	488,281	2,642,220 "
"	Indian	...	1,800	...	"
"	English	180,268	78,684	118,799	188,871 "
"	Indian	16,840	...	14,280	7,268 "
"	Italian	...	...	...	7,000 "
"	Japanese	...	4,180	42,480	20,880 "
Drills, American		716,918	440,828	471,701	1,028,488 "
"	Indian	7,860	3,782	8,110	18,290 "
"	English	12,771	4,827	16,777	78,087 "
"	Indian	...	676	12,080	6,998 "
"	Italian	...	...	...	840 "
"	Japanese	...	...	7008	18,472 ... "
Jeans, American		78,808	22,000	22,860	186,080 "
"	Indian	2,080	12,940	...	21,807 "
"	English	108,710	8,898	81,807	168,918 "

But

But if on account of contracts these figures are practically valueless in the boycott consideration, there is one importation which affords a safer guide. All through the active boycott period and since there has been much said about the boycotting of American kerosene oil. Inasmuch as the Chinese of all conditions buy oil for domestic purposes and cannot apparently get along without it, it will be interesting to study the tabular statements herewith enclosed.

Kerosene oil in China is bought to a considerable extent on contract, but the majority of oil is sold from day to day at market rates. It will be noticed that the importations and re-exportations for three quarters of four years are given, this being done principally to show the magnitude and the even trend of the Shanghai oil trade. But after that the principal concern is with the July-September returns of 1905 as compared with the similar period of 1904. These figures present some curious contradictions to accepted theories. More American oil was imported in the third quarter of 1905 than in 1904, but the totals of the other countries (India, Borneo, Sumatra and Russia) show the reverse; the re-exportations of American oil to China ports from Shanghai show a falling off as compared with the 1904 period, but are larger than those of the 1905 quarter just preceding, which was before the boycott. And furthermore it can be seen that foreign oil re-exportations fell off as compared with 1904, but increased over those of the preceding quarter in the same year. Although there are many eccentricities in these figures the general result is that American oil has not only held its own but has made a large increase. It cannot be argued with great effect that these figures do not

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show absolute consumption of oil but only movement. The stocks at the stations are, it is understood kept nearly at the same amounts, and furthermore there is not sufficient tankage for the surpluses which would be indicated by the theory of storage rather than sale. The only conclusion that seems possible therefore is that the boycott did not affect American oil as much as the public in China at least thought. There is every reason to believe that the returns for the last quarter of 1905 will show the same general results.

As to the staples such as piece goods there is sufficient evidence in the character of the Chinese merchant of Shanghai to support the theory that he will be prepared to meet the condition if the boycott becomes active again. The Chinese thoroughly understand and respect contracts when they contribute to their goodsand therefore it is more than probable that contracts have been made earlier for the 1906 requirements. If this is the general rule the boycott in Shanghai would have little effect commercially unless breaking of contracts was compelled. With the general American cargo of which there has been a surplus, but which is now nearly all taken, there might be a more serious condition in Shanghai, if there was any likelihood of another great stock, an improbable outcome owing to all necessity for congestion in this city being removed.

A general conclusion in connection with the importation of American product into Shanghai is that if the American merchants would state the fact they are at present much more apprehensive as to future Japanese competition than of the Chinese boycott. Believing that the day is coming when Japan, through her industrial progress and her merchant marine, will claim and take the

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market, many of these merchants, and especially these importing cotton goods, do not hesitate in the least to say that Japan has taken advantage of the boycott to smooth their way and that as soon as she is ready there will be an infinitely more serious condition as to American trade in this section of China than could ever be brought about by a boycott. The Japanese commercial conquest of the Orient is the real bugbear now and it is hard to find anyone optimistic enough to controvert that idea.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y. W.

Enclosure: 1 as stated.

Dept.[103--S.

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SHANGHAI

SHANGHAI

KEROSENE OIL IMPORTS

IN GALLONS

Years	First Quarter American	First Quarter Other Countries	Second Quarter American	Second Quarter Other Countries	Third Quarter American	Third Quarter Other Countries	Totals American	Totals Other Countries
1902	5386590	6808428	10375840	6500540	14966760	5178755	31229190	18487723
1903	2533340	5906265	5699020	3159970	4764230	9889338	12996590	18955573
1904	10363360	11589813	8772900	10716716	6293674	10329534	25429934	32636063
1905	20355538	8647582	12347993	8285869	6461572	6518307	39165103	23451758
Totals	39138828	32952088	37195753	28663095	32486236	31915934	108820817	93531117
	GRAND TOTALS	202351934					202351934	
			RE-EXPORTS TO CHINA PORTS					
1902	5812578	4117000	4495622	4364511	7174253	5955470	17482453	14436981
1903	4790440	3327990	4867200	4423800	7552264	4826510	17209904	12578300
1904	3084720	4760990	6055213	7353290	9627290	7965210	18767223	20079490
1905	6143170	2085735	7274830	3701900	7403320	4060413	20821320	9848048
Totals	19830908	14291715	22692865	19843501	31757127	22807603	74280900	56942819
	GRAND TOTAL	131223719					131223719	

OFFICE OF THE
THIRD ASSISTANT SECRETARY.

Mr. Bacon
Hen 6
CONSULAR BUREAU.

Acknowledges
N. N. D. T.

Secretary of State
FEB 27 1906

No. 104.

INDEX BUREAU RECEIVED FEB 19 '06 DEPT OF STATE

CONSULAR BUREAU FEB 20 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY FEB 20 1906

AMERICAN CONSULATE-GENERAL,

ASSISTANT SECRETARY, FEB 26 1906 Secretary

SHANGHAI, CHINA, January 22nd , 1906.

MR. James L.Rodgers,

TO THE DEPARTMENT OF STATE.

file

CHIEF CLERK FEB 20 1906 DEPARTMENT OF STATE.

SUBJECT:

Northern Manchurian Development

ABSTRACT OF CONTENTS:

Reporting announced plans of Russian Chinese Eastern Railway and Russian authorities for development of Northern Manchuria and making Vladivostock a more important port.

INDEX BUREAU MAR 5 1906 FILED

No. 104.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 22nd , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to submit the following report relating to matters of interest to Americans in northern Manchuria.

Since the conclusion of peace between Russia and Japan there has been much speculation in the foreign community of Shanghai as to the future opportunity for trade and development in Manchuria, and therefore the negotiations between Japan and China on the one hand and the diplomatic moves of Russia at Peking have been watched with the closest attention. It has become the accepted fact of late that as far as Southern Manchuria is concerned there can be no plans or action without reckoning with the Japanese, and as the exhibition of commercial and political aggressiveness being given by the Japanese just now does not offer great promise for outsiders in the future, there has been a turning to the Russian side to see what the chance is there. With the results of such investigation this despatch deals.

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As soon as the way to Vladivostock was open there ensued a rush of steamers from Shanghai, Tsingtao, Chefoo, Tientsin, Nagasaki, Kobe and Yokohama, and as a consequence the immediate demand for merchandise was soon satisfied. Then came the riots both at Vladivostock and Harbin, followed by the ice closing of the port of entry.

These

These discouraging factors drove many of the traders away, and left a market, which while well supplied with such luxuries as are indicated for the Russians, is still demanding staples for the natives and is offering a great chance for development. Such is practically the situation today and a period three months from this date will see Northern Manchuria eager for that which is now believed to be the beginning of a new era, which will last a few years at the least.

No one knows at present what Japan intends to do in Southern Manchuria either in the way of trade or in development in connection with her portion of the Chinese Eastern Railway and the new line that is to be built thereto to connect with Korea. Everyone believes however that foreign participation will not be welcome despite written professions to that effect. But Russia for the benefit of her portion of the Chinese Eastern Railway, for her own political affairs in the East, and perhaps for the sake of affording a contrast, is letting everybody know what her aim and ambition is. It may be well to point out what is the field for the development now being advertised by Russian agents. The Chinese Eastern Railway, which leaves the old and original survey of the Trans-Siberian Railway at Nertchinsk crosses the Manchurian border at the station since called Manchuria and then by a south-eastern course runs through one of the most fertile areas on the continent to Harbin and from thence on to Poyranitsnaia (border) thus reaching Siberia again and joining the Ousuri railway (a part of the original Trans-Siberian route and now running to Khabarovsk on the Amur River) goes to Vladivostock. Though this Manchurian section there are vast stretches of rolling and level land, great forests of fine timber of a merchantable kind and rich mineralized areas.

To

[illegible] discouraging factors during many of the trading years and left a residue, which while well supplied with such luxury as are dedicated for the festivals, is still deficient in meeting staples for the native and is affording a great chance for development. Such is practically the situation today one a period three months from this date will see Northern Manchuria eager for that which is now believed to be the beginning of a new era, which will last a few years at the least.

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To the south of the line lies the practically unexplored broken country which forms the Northern Korean border; to the north lies the Amur River country, a land of splendid possibilities for agriculture and lumbering, and flanked by streams which are remarkable for their fishiers; to the west is that which many think is the best part of Siberia since it contains all that has made Irkutsk, the great commercial centre. It is a great domain and one which under good management and the lack of political disturbance from Russia as well as China will produce rich results. The railway itself still remains efficient despite the strain which has been put upon it; the rails are light (65 pounds to the yard) from the American standpoint but they are said to be in good condition; the bridges are of Americanconstruction, and the road bed is solid. That portion of the line from Harbin south need not be considered here as Russia's portion only extends to Kirin, and of course it is greatly in need of reconstruction on account of the war.

But Russia is now apparently through this railway company (for it is not government owned) attempting to establish a permanent foothold in Northern Manchuria and to alter things to such an extent that relapse will be difficult. Even while Vladivostock and Harbin were burning, plans were hastening for the coming compaign of development. The scheme advertised contemplated the establishment of a steamship service which would make Vladivostock the home port, the welcoming and the protection of invested capital, the invitation to use the railway as the means of transportation to Europe for the products of China and especially of tea. These in a general way are said to be the plans and the foreign agent, who is Mr. M. S. Friede, of New York, who was originally interested in the construction of the road, has been given a free hand to put them into effect as far as the outside world

is

is concerned. It is thus evident that the Government and the Russian owners of this railway property are preparing to do a great deal toward making Vladivostock the port of entry, and thereby making up for the loss of Dalny and Port Arthur. The docks are to be enlarged, they say; godowns built and cargo landing facilitated. This means competition with the Japanese and an interesting condition will result. The Japanese merchant marine have apparently recognized this, and while Japanese affairs are being adjusted in the former war zone their steamers are getting ready to enter the Vladivostock trade also. If therefore by reason of Japanese coldness toward foreigners the ports of Southern Manchuria should be foraken, and there should be a reversion to Vladivostock, it would seem that there should be a much better future for a practically discarded port. With the assistance of ice breakers which are to be maintained by the Government there would moreover be nearly as open navigation for all the year as could obtain at Dalny. It is also argued by those who are interested in Vladivoctock and by those who are willing to turn to it, that it is naturally the port for American Manchurian Commerce being closer and easier of access in every way.

Heretofore Shanghai has benefitted largely by the Manchurian carrying trade, but if there is the outcome indicated in the foregoing China's greatest port will suffer. American cargo will be landed at Yokohama, Kobe, Moji or Nagasaki, or it will go direct. And if Japan has only a half open door in the North there will be a great curtailment of the cargo at Shanghai which is landed here for transhipment. That from Europe via the Suez can also with less expense go to the north direct rather than transhipment. But all of this is of course somewhat dependent uponthe promises

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of Manchurian development being made good by the promoters themselves, by a lack of political interference, and by Japan refraining from taking the cream of the market.

It may appear somewhat premature but it is already announced that the Chinese Eastern Railway will institute a system by which all charges at fixed rates can be paid in America for shipments to any point in Manchuria reached by the line. Again, it is said that goods shipped from New York either via the Pacific or Suez and destined for Harbin will be received by the consignee at Harbin on presentation of the New York bill of lading, and the payment of any advances that have been arranged. In the furtherance of this general plan of inviting American trade the commercial department of the railway announces that it desires catalogues of manufacturers and information as to products, these to be addressed to the "Chinese Eastern Railway Commercial Department, Harbin, Manchuria", where they will be kept for inspection of those interested in American products.

If the half of the optimistic views of those who talk from the Russian standpoint concerning Northern Manchuria and the Chinese Eastern Railway come true the world will speedily see that as a matter of fact Russia has suffered very little by the outcome of the war as it relates to her development projects in the far East. [The great puzzle and the question to be answered before any of this as it concerns Russia is : what will Japan do in all Manchuria. If the territory is kept as much as is possible for the Japanese, despite China and Russia/ the benefits of Manchurian trade to the world will not appear great, but America will profit next to Japan.] In any event in the immediate future Northern Manchuria seems according to the present programme indicated as a good field for American enterprise .

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Dept.#104--6.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Bridgman.

AMERICAN CONSUL GENERAL.

Y.W.

SHANGHAI, CHINA, January 22nd 6

Robert Bacon,

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As soon as the way to Vladivostock was open there ensued a rush of steamers from Shanghai, Tsingtao, Chefoo, Tientsin, Nagasaki, Kobe and Yokohama, and as a consequence the immediate demand for merchandise was soon satisfied. Then came the riots both at Vladivostock and Harbin, followed by the ice closing of the port of entry.

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These discouraging factors drove many of the traders away, and left a market, which while well supplied with such luxuries as are indicated for the Russians, is still demanding staples for the natives and is offering a great chance for development. Such is practically the situation today and a period three months from this date will see Northern Manchuria eager for that which is now believed to be the beginning of a new era, which will last a few years at the least.

No one knows at present what Japan intends to do in Southern Manchuria either in the way of trade or in development in connection with her portion of the Chinese Eastern Railway and the new line that is to be built thereto to connect with Korea. Everyone believes however that foreign participation will not be welcome despite written professions to that effect. But Russia for the benefit of her portion of the Chinese Eastern Railway, for her own political affairs in the East, and perhaps for the sake of affording a contrast, is letting everybody know her aim and ambition is. It may be well to point out what is the field for the development now being advertised by Russian agents. The Chinese Eastern Railway, which leaves the old and original survey of the Trans-Siberian Railway at Nertchinsk crosses the Manchurian border at the station since called Manchuria and then by a southern eastern course runs through one of the most fertile areas on the continent to Harbin and from thence on to Poyranitsnaia (border) thus reaching Siberia again and joining the Ousuri railway (a part of the original Trans-Siberian route and now running to Khabarovsk on the Amur River) goes to Vladivostock. Though this Manchurian section there are vast stretches of rolling and level land, great forests of fine timber of a merchantable kind and rich mineralized areas.

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But Russia is now apparently through this railway company (for it is not government owned) attempting to establish a permanent foothold in Northern Manchuria and to alter things to such an extent that relapse will be difficult. Even while Vladivostock and Harbin were burning plans were hastening for the coming compaign of development. The scheme advertised contemplated the establishment of a steamship service which would make Vladivostock the home port, the welcoming and the protection of invested capital, the invitation to use the railway as the means of transportation to Europe for the products of China and especially of tea. These in a general way are said to be the plans and the foreign agent who is Mr. M. S. Friede, of New York, who was originally interested in the construction of the road, has been given a free hand to put them into effect as far as the outside world

To the south of the line lies the practically unexplored broken country which forms the Northern Korean border; to the north lies the Amur River country, a land of splendid possibilities for agriculture and lumbering, and flanked by streams which are remarkable for their fisheries; to the west is that which many think is the best part of Siberia since it contains all that has made Irkutsk, the great commercial centre. It is a great domain and one which under good management and the lack of political disturbance from Russia as well as China will produce rich results. The railway itself still remains efficient despite the strain which has been put upon it; the rails are light (56 pounds to the yard) from the American standpoint but they are said to be in good condition; the bridges are of American construction, and the road bed is solid. That portion of the line from Harbin south need not be considered here as Russia's portion only extends to Kirin, and of course it is greatly in need of reconstruction on account of the war.

But Russia is now apparently through this railway company (for it is not government owned) attempting to establish a permanent foothold in Northern Manchuria and to alter things to such an extent that relapse will be difficult. Even while Vladivostock and Harbin were burning plans were mastering for the coming campaign of development. The scheme advertised contemplated the establishment of a steamship service which would make Vladivostock the home port, the welcoming and the protection of invested capital, the invitation to use the railway as the means of transportation to Europe for the products of China and especially of tea. These in a general way are said to be the plans and the foreign agent who is T. H. S. Tribbe, of New York, who was originally interested in the construction of the road, has been given a free hand to put them into effect as far as the outside world is

is concerned. It is thus evident that the Government and the Russian owners of this railway property are preparing to do a great deal toward making Vladivostock the port of entry, and thereby making up for the loss of Dalny and Port Arthur. The docks are to be enlarged, they say; godowns built and cargo landing facilitated. This means competition with the Japanese and an interesting condition will result. The Japanese merchant marine have apparently recognized this, and while Japanese affairs are being adjusted in the former war zone their steamers are getting ready to enter the Vladivostock trade also. If therefore by reason of Japanese coldness toward foreigners the ports of Southern Manchuria should be foraken, and there should be a reversion to Vladivostock, it would seem that there should be a much better future for a practically discarded port. With the assistance of ice breakers which are to be maintained by the Government there would moreover be nearly as open navigation for all the year as could obtain at Dalny. It is also argued by those who are interested in Vladivoctock and by those who are willing to turn to it, that it is naturally the port for American Manchurian Commerce being closer and easier of access in every way.

Heretofore Shanghai has benefitted largely by the Manchurian carrying trade, but if there is the outcome indicated in the foregoing Chinese greatest port will suffer. American cargo will be landed at Yokohama, Kobe, Moji or Nagasaki, or it will go direct. And if Japan has only a half open door in the North there will be a great curtailment of the cargo at Shanghai which is landed here for transhipment. That from Europe via the Suez can also with less expense go to the north direct rather than tranship. But all of this is of course somewhat dependent uponthe promises

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of Manchurian development being made good by the promoters themselves, by a lack of political interference, and by Japan refraining from taking the cream of the market.

It may appear somewhat premature but it is already announced that the Chinese Eastern Railway will institute a system by which all charges at fixed rates can be paid in America for shipments to any point in Manchurian reached by the line. Again, it is said that goods shipped from New York either via the Pacific or Suez and destined for Harbin will be received by the consignee at Harbin on presentation of the New York bill of lading, and the payment of any advances that have been arranged. In the furtherance of this general plan of inviting American trade the commercial department of the railway announces that it desires catalogues of manufacturers and information as to products, these to be addressed to the "Chinese Eastern Railway Commercial Department, Harbin, Manchuria", where they will be kept for inspection of those interested in American products.

If the half of the optimistic views of those who talk from the Russian standpoint concerning Northern Manchuria and the Chinese Eastern Railway come true the world will speedily see that as a matter of fact Russia has suffered very little by the outcome of the war as it relates to her development projects in the far East. The great puzzle and the question to be answered before any of this as it concerns Russia is : what will Japan do in all Manchuria. If the territory is kept as much as is possible for the Japanese, despite China and Russia, the benefits of Manchurian trade to the world will not appear great, but America will profit next to Japan. In any event in the immediate future Northern Manchuria seems according to the present programme indicated as a good field for American enterprises.

I

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Dept.#104--6.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dept. 1104--6.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

I.N.

Con.

No. #

CONSULAR BUREAU
MAR 2 1906
DEPARTMENT of STATE

3rd ASST. SECRETARY
MAR 2 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 27th , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK
MAR 1
DEPARTMENT
OF STATE.

SUBJECT:

Law Report.

Rec'd by forward Mail 3/10

ABSTRACT OF CONTENTS:

Transmitting report ~~in dup.~~ of the consular court case of Chong Kee v. J.W.Winklebach & ~~that of~~ Police v. Miss E. Wolf.

INDEX BUREAU
MAR 8 1906
CHINA

No. #

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 27th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith report in duplicate of the case of Chong Kee v. J. W. Winklebach and that of Police v. Miss E. Wolf.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: as stated.

AMERICAN CONSULAR COURT.

Shanghai, 15th January.

Before the Hon. JAMES L. RODGERS, Consul-General.

CHONG KEE V. J. W. WINKLEBACK AND L. C. PASSANO.

A futher hearing of this case occupied the attention of the American Consular Court this morning in which Chong Kee claimed from J. K. Winkleback and L. C. Passano, trading as the Eastern Construction and Engineering Company, the sum of $,2000 odd for monies advanced; work done, and labour and material supplied in connection with the business.

Mr. F. M. Brooks of Messrs. Andrews and Brooks appeared for the plaintiff and Messrs. Cainadan and Hart represented the defence.

A motion by Mr. Brooks that the defendants counter claim be struck out was upheld, and the claim proceeded with.

Plaintiff gave evidence and was cross examined at great length.

J. K. Winkleback was called for the defence and was rigorously cross examined by Mr. Brooks.

Mr. A. Artz also gave evidence and the case was remanded till 10 a.m. on the 16th inst. for the evidence of Mr. C. A. Biddle.

In the course of the hearing, His Honour said that he intended to deal severely with this class of Americans who came here without a cent of capital and started in business upon money obtained from Chinese.

Shanghai, 16th January.

Mr. Hart said he would like to make a motion for a postponment owing to the illness of Mr. Biddle, and he would also like to have the books of the Hotel Metropole produced to show an account of payments made.

Mr. Brooks objected to the motion for postponement saying that the evidence of the plaintiff had not been controverted in any way. Mr. Biddle had told both himself and Mr. Hart yesterday that he did not know Chong Kee in the matter at all, and that he had never had any dealings with him. Mr. Biddle had paid out monies for Winkleback on his orders. Over 1800 taels had been paid out for him.

His Honour said the motion for a postponement would be refused and judgment would be given at 2 p.m. There had evidently been a swindle somewhere and there was no use in going on with the case any longer.

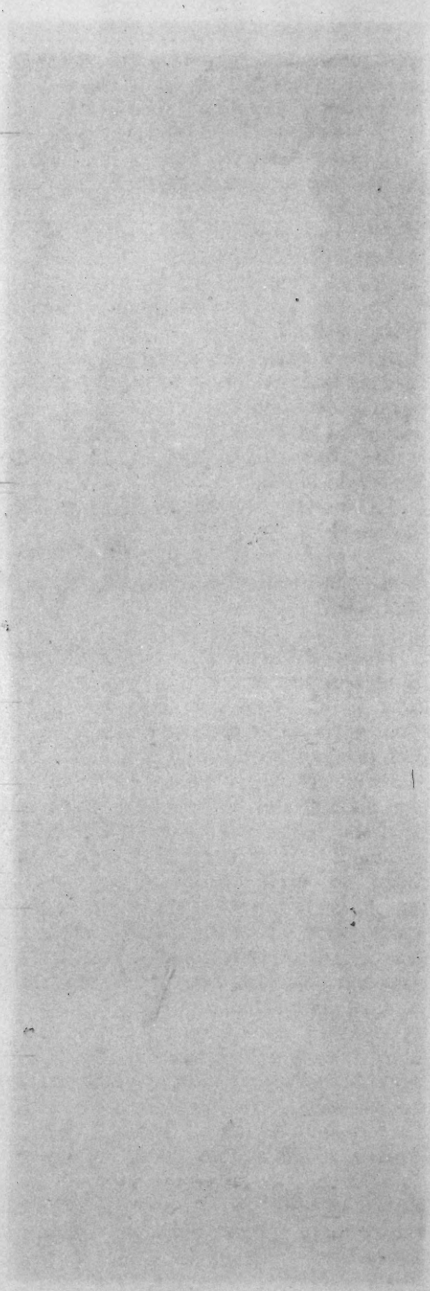
Mr. Hart. said in justice to his client he would object.

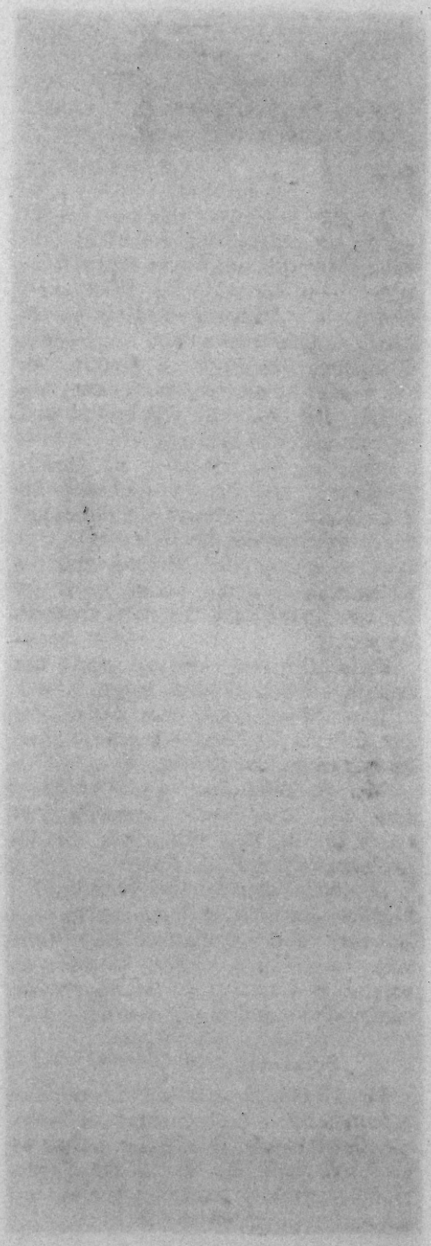
His Honour said the objection would be noted.

On the Court resuming at 2.30 p.m. the following judgment was delivered:—

JUDGMENT.

In the matter of the action of Chong Kee, plaintiff, and J. W. Winkleback, and L. C. Passano, defendants. It does not appear that any satisfactory defence can he made in this case, the defendants plainly being indebted to the plaintiff and being unable to show that the debt is not for the full amount claimed. However as there has been no evidence as to the profit denied by the defendants in the contract under which the plaintiff claims, the judgment cannot take that item into account. Judgment will be entered against the defendants in the sum of Mexican dollars nine hundred and sixty three and cents seventy ($963.70) and taels one thousand and sixty seven only, (Tls. 1067) together with the costs of this action. Such further action as may seem necessary to enforce this judgment against the defendants will be considered by the Court upon proper motion therefor being filed.





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AMERICAN CONSULAR COURT.

Shanghai, 19th, January.
Before the Hon. JAMES L. RODGERS,
Consul General.

AN EXEMPLARY FINE.

Miss E. Wolfe, No. 53 Kiangse Road, was charged with furiously and recklessly driving a horse attached to a gig to the common danger in the Nanking Road at 4.30 p.m. on the 3rd inst., thereby knocking down a native woman and breaking her left leg.

Inspector Wilson appeared for the police while Mr. L. Andrews, of Messrs. Andrews and Brooks, represented the defendant.

Sergeant Johnson, sworn, said he was on duty at 4.30 p.m. on the date mentioned and he saw the accused driving along the road in a fast and reckless manner. Witness told her to drive slower, but she took no notice. After she passed, witness saw a crowd gather and running up to see what was the matter he found that the accused had knocked down a native woman and run over her. The woman was badly hurt and on being taken to the Shantung Road hospital it was found that her left leg was broken. The certificate produced was from Dr. Danforth, and stated the nature of the injuries.

By the Court—The accused was driving in a reckless manner and was not exercising proper care.

By Mr. Andrews—The horse was going faster than any horse that I have seen driven in the settlement for the past ten years. I could not say how fast it was going as I had no stop watch. There have been numerous accidents from this cause and numbers of Chinese have been run over.

By Inspector Wilson—The horse was going at a fast gait. On the outside roads no notice would be taken of it.

Indian P.C. No. 69, cautioned, said he was on duty in the Nanking Road on the date mentioned. He saw the accused driving very fast. He saw her knock a woman down. There were two women in the gig. The Chinese woman had a baby in her arms when she was knocked down. Witness asked the accused to stop when the accident happened, but she took no notice. He then blew his whistle and the gig was stopped by another constable. The wheel passed over the woman's body. Witness had seen the accused driving very fast on numerous occasions.

By Mr. Andrews—I was about ten paces distant when the accident occurred. The pony knocked down the woman and the wheel of the gig passed over her body. The gig was stopped by a constable about forty or fifty paces distant. I have seen the accused driving before, but not so fast as on the date mentioned.

By Inspector Wilson—The accused drove on after the accident. I blew my whistle and another constable held up his hand and stopped the gig.

Indian Sergeant No. 127, cautioned, gave corroborative evidence to the last witness and said that he saw the gig being driven at a fast rate and he held up his hand and the accused said, never mind. The ladies now in Court were the two that he saw in the gig. He was doing traffic duty at the time of the accident.

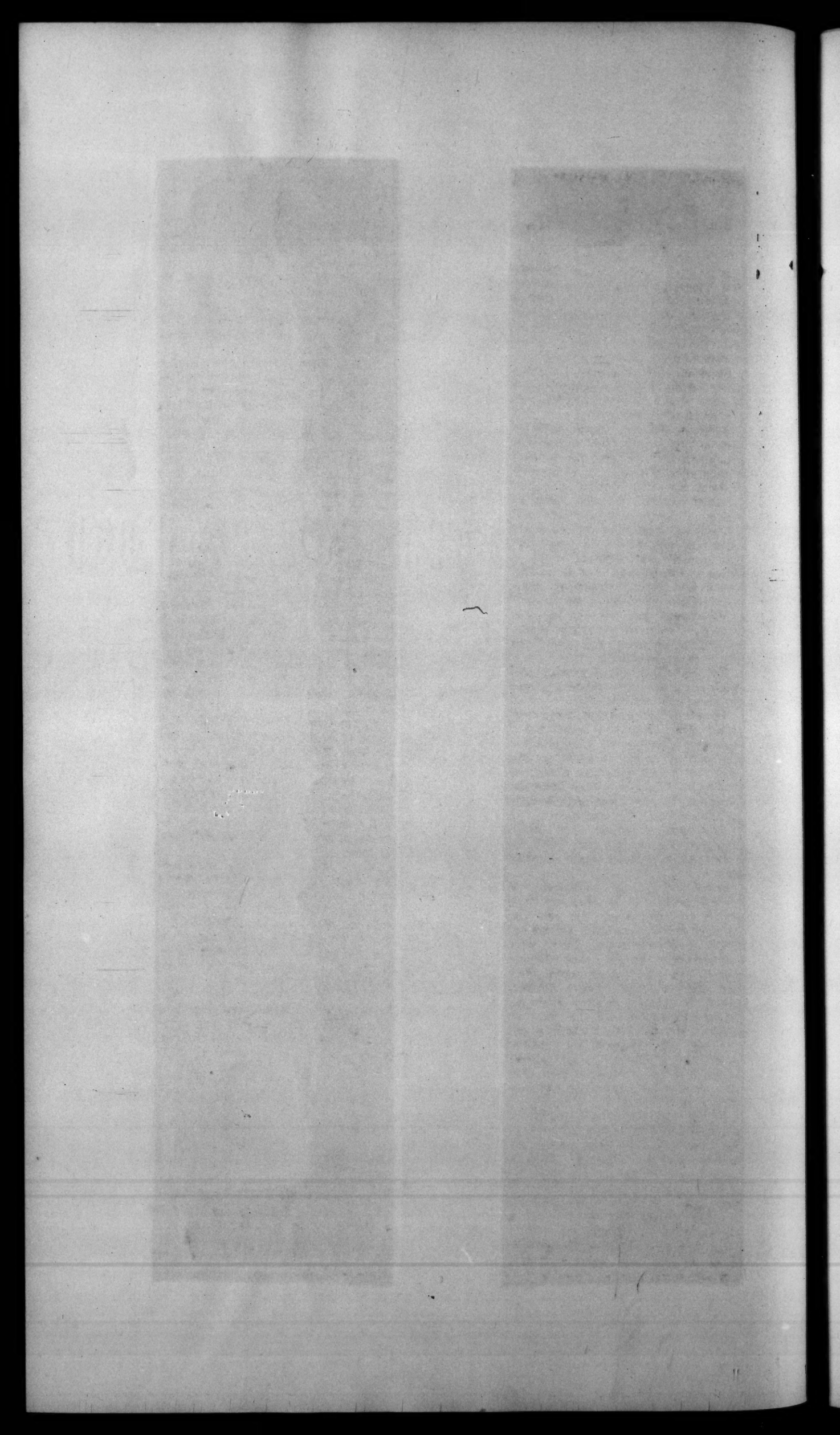
Miss L. Parks, sworn, said she arrived in Shanghai on the day of the riot. She was not riding with Miss Wolfe on the 3rd inst.

Miss E. Wolfe, sworn, said she was driving her dog cart on the day in question. She was accompanied by another lady. The horse belonged to Mr. Biddle and was a nice quiet animal and was not at all speedy. On the 3rd inst. she was cautioned by an officer. The horse was going slow at the time and witness was being passed by everybody on the road. When the accident occurred witness shouted to the woman and stopped to see if she was hurt. There was no policeman present at the time. Witness heard a whistle blown just as she stopped. A policeman came and witness gave him her full name and address. Witness offered to pay for all the damages that the woman might have sustained. The horse had a steady gait and could not go fast if it tried. She had never been in trouble before and for a week before the affair she had been ill in bed.

By the Court—I live at Miss Moore's house at No. 53 Kiangsi Road. I had not been drinking on the day in question. I never drink. I have been here three months. I have been in Shanghai before. I was not sent out here by Miss Heywood. I have driven a horse and buggy along the North side in Chicago, and know perfectly well how to drive.

Mr. Andrews then addressed the Court. He said the evidence of the police could not be taken as they were not sure of their facts. One man said that one of the ladies in court was in the gig, while as a matter of fact she was not. The accident was a simple one, and the accused had offered to pay all the expenses.

His Honour said that it was a well known fact that the Chinese were as a rule notably careless, but there was far too much of this reckless driving going on by these women, who did not know how to drive. He had himself been tempted on several occasions to bring a charge against some of them for fast driving. They were not accustomed to driving and they would have to be taught a lesson. Any of these cases that were brought before the court would be severely dealt with. He would ask the police to bring any of these people who were caught driving furiously before the court. The accused would be fined $50 gold and costs of court, and also the expenses of the injured woman while in hospital.



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Shanghai, 19th, January.

Before the Hon. JAMES L. ROBERTS, Consul General.

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MAIL BUREAU RECD FEB 26 '06 DEPT OF STATE

3rd ASST. SECRETARY MAR 1 1906

No. 105.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 27th , 1906.

CHIEF CLERK MAR 1 DEPARTMENT OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

Ans March 8/06

ABSTRACT OF CONTENTS:

Acknowledging receipt of Dept's #19 of Dec. 23, 1905 and stating that no copy of letter from the Dept. of Commerce & Labor is enclosed as otherwise stated.

MAIL BUREAU MAR 3 1906 FILED

No. 105.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 27th , 1906 .

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's letter of December 23rd 1905 in which it is stated that an enclosure from the Department of Commerce and Labor relating an imposition upon my predecessor by a Chinese in his effort to secure a certificate to enable him to enter the United States is made. I beg to state that there has been failure to make the enclosure. When it is received I will give it prompt attention.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

7 C Y L
Dec 16/'06

I have the honor to be,

Sir,

Your obedient servant,

CONSULAR BUREAU. MAR 2 1906 DEPARTMENT of STATE.

3rd ASST. SECRETARY. MAR 2 1906

No. 106

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 27th , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK MAR 2 1906 DEPARTMENT OF STATE.

SUBJECT:

Efficiency Record Report.

ABSTRACT OF CONTENTS:

Replying to Department's circular of Nov. 29, 1905 and giving a report upon the efficiency, character, morals etc of the various subordinate officers of this Consulate General.

No. 106.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 27th , 190 6.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's circular of November 29th 1905, requiring a report upon the efficiency and general qualifications of all the subordinate officers, clerks etc, under the jurisdiction of this Consulate General. To this I beg to offer the following as an immediate reply:

Wilson Porter Boyd, Deputy Consul General - Mr. Boyd, of Missouri, has had a long experience as a Consular Clerk, as can be seen by his record now on file at the Department. He has been employed at this Consulate General since the early spring of 1905, but his commission dates from June 30, 1905. He is efficient in all respects, understanding Consular work well, and especially that of the Orient; he is accurate, painstaking, just and impartial; he is punctual, of excellent character and is well fitted in every way to transact the business of a Consulate. He is 45 years of age, is married, is well educated but does not speak a foreign language. I consider Mr. Boyd an invaluable assistant in such an office as that of Shanghai.

Charles A. Engelbracht, Marshal of the United States Consular Court of Shanghai - Mr. Engelbracht, of Wisconsin, is about 35 years of age and has occupied his present position for one year. He is a lawyer by profession

fession, is well versed in the legal work of the Orient, and enjoys a good reputation. His service has been efficient in every way, he is punctual, very well adapted for his duties, is well educated and has some familiarity with other languages. He is unmarried and of good character.

Stephen P. Barchet, Interpreter from December 2nd 1898. Is a naturalized citizen, resident of Maryland. Had resided in China for nearly forty years, but returned to America on leave in June 1905, and, as I am advised, expects to return to Shanghai in the early spring of this year. Dr. Barchet, who has a most excellent reputation among the Chinese and foreigners, is perhaps 70 years of age. With all due respect to him it can be said that he is only efficient as an Interpreter, never having had training in any other branch of consular work in China. Under the increase in the work of this Consulate General brought about by changing conditions in Chinese and foreign affairs it is hard to see how the services of Dr. Barchet can be employed in any but an interpreting capacity. Under the incumbency of my predecessor he was Vice Consul General, but the duties of that place should he be called upon to take charge of the office would certainly be beyond his strength, his health being precarious.

Julean H. Arnold, Student Interpreter, and acting as Interpreter since March 1905 - Mr. Arnold was also commissioned as Deputy Consul General July 13, 1904, but gave up those duties upon taking over the Interpretership and becoming American Assessor of the Mixed Court. Is a native of California, is 30 years of age, unmarried, of good character and morals, and speaks Chinese fluently. A report upon Mr. Arnold has been made

to

Stephen J. Bergholt, Interpreter from December
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he is only efficient as an Interpreter, never having had
training in any other branch of consular work in China.
Under the increase in the work of this Consulate General
brought about by changing conditions in Chinese and
foreign affairs it is here to see how the services of
Dr. Bergholt can be employed in any but an interpreting
capacity. Under the incumbency of my predecessor he
was Vice Consul General, but the duties of that place
should be called upon to take charge of the office
would certainly be beyond his strength, his health being
precarious.

Julean H. Arnold, Student Interpreter, and
acting as Interpreter since March 1908 - Mr. Arnold
was also commissioned as Deputy Consul General July 15,
1908, but gave up those duties upon taking over the Inter-
pretership and becoming American Assessor of the Mixed
Court. He a native of California, is 30 years of age,
unmarried, of good character and morals, and speaks
Chinese fluently. A report upon Mr. Arnold has been made

to

to the Legation by request, but I can repeat here that he has been efficient in his work, and through his knowledge of Consular work as well as the Chinese language he is fully competent to take charge of one of the interior Consulates. Mr. Arnold deserves promotion from the grade of student interpreter and wishes to be sent to the interior. His salary of $1000.00 per annum is entirely inadequatefor his Shanghai expense.

Charles L. L. Williams, Student Interpreter, native of Ohio, and aged 20. Mr. Williams speaks the Chinese language (Mandarin) fluently and since his assignment to Shanghai has been an assistant in the Chinese office. He has little knowledge of Consular work but is very efficient as a translator and interpreter. His habits are good.

Clerks, Messengers etc. All other assistants in the Shanghai Consulate General are of Chinese nativity, but of them generally it may be said that they are efficient, reputable and loyal to their duty. The Compradore, Wong Soong Dong, has acted in such a capacity for nearly forty years; two of his sons have also been employed for several years and have rendered good service.

I am uncertain whether the Department's circular calls for a report similar to this upon the Consuls at Nanking, and Fuchau, and the Vice Consul in Charge at Hangchow. I have visited both Nanking and Hangchow and can state that the offices there seem to be well conducted. I have not been to Fuchau and so can only say that common report gives the incumbent Dr. Samuel L. Gracey a most excellent reputation as to character and efficiency. As I have stated before the maintenance of a Consulate at Hangchow and the retention there of Mr. F. D. Cloud,

Student

Dept.#106--4.

Student Interpreter, as Vice Consul is, in my opinion, a misapplication of funds and a waste of good material.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Orn.

No. 107

CONSULAR BUREAU. MAR 7 1906 DEPARTMENT of STATE.

3rd ASST. SECRETARY. MAR 7 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 31st, 1906.

Mr. James L. Rodgers,

TO THE DEPARTMENT OF STATE,

Copy to the Secretary of the Treasury March 9-1906

CHIEF CLERK MAR 6 1906 DEPARTMENT OF STATE.

SUBJECT:

RECEIVED MAR 8 1906 BUR. ACCOUNTS DEP. OF STATE.

Indemnity payment

ABSTRACT OF CONTENTS:

INDEX BUREAU MAR 10 1906 FILED

No. 107.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, January 31st, 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that a letter of today's date from the Taot'ai of Shanghai, informs me that there has been transmitted through the International Banking Corporation to the United States Treasury the sum of $85,200, being $80,800. principal and $4,400 interest, and representing the January installment of the Chinese Indemnity under the Protocol Agreement.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

I have the honor to state that a letter of
today's date from the Postal of Shanghai, informs
me that there has been transmitted through the Inter-
national Banking Corporation to the United States
Treasury the sum of $24,500, being $20,800. principal
and $3,400 interest, and representing the Second
instalment of the Chinese Indemnity under the Tashong
Agreement.

I have the honor to be,

Sir,

Your obedient servant,

J.V.

No. 108

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 1st

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

The Boycott in Central China.

ABSTRACT OF CONTENTS:

Reporting upon boycott matters referred to in American press dispatches, ~~and giving a statement as to present day conditions.~~

No. 108.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 1st , 190 6.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to call the attention of the Department to an illustration of the incorrect information concerning the Chinese boycott on American goods being given to the press of the United States.

The Associated Press apparently has carried the following item:

"San Francisco, Dec. 28. According to latest reports received here from the Orient, the boycott in China has become so serious that a number of American houses have closed their doors until the conditions change. There arrived here yesterday from the Orient on the steamer Coptic, R. Van Sant, who represented a local firm at Shanghai.

"Mr. Van Sant, in speaking of the boycott said: 'The situation in China is very serious, and there is absolutely nothing in the stories that the feeling against American goods has lessened. It has now extended to seventeen provinces, and in Canton and Hankow the situation is just as bad as in Shanghai.

"'The Americans are not doing 20 per cent of the business they formerly did, and at Hong Kong, the Chinese were purchasing Australian flour at a much higher price than that quoted by the Americans.

"'The

Robert Bacon,

"'The Chinese state they will not trade with the Americans until there is a modification of the exclusion laws, but this, told them, was hardly probable. In the event of the United States failing to pass a law less stringent than the present one, the Chinese will adopt more drastic measures. The boycott has developed into an anti-foreign feeling and the British and German business concerns in the Orient are suffering the loss of considerable trade.'"

Mr. Van Sant, who is quoted, represented the firm of Getz Bros. & Co., of San Francisco, in Shanghai, the business being akin to that of a wholesale grocery in America. The firm, in anticipation of being able to get provisions into places within the Manchurian war zone, imported here abnormal amounts of cargo, and then discovered that blockade running was so difficult and insurance rates so high that there was no market for their goods. Their English, German, Dutch, French and Austrian competitors also had large quantities of goods on hand which were similarly unmarketable and as a consequence the Shanghai market was overstocked as it had never been before. The weaker firms, and those who went into such ventures on speculation, began in the spring to sell their goods at any prices available, and the Chinese promptly took advantage of this condition to stock not only the retail trade of Shanghai and the outports, but also, to a great extent, the Yangtse valley.

The inauguration of the boycott could not have been at a more opportune time for the Chinese cause. The import duty paid on general foreign cargo at Shanghai during the first nine months of 1905 amounted to 5,347,956 Haikwan taels. During the corresponding period of the previous year the import duty paid was 3,604,970

Haikwan

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the Americans until there is a modification of the ex-
clusion laws, but this, told them, was hardly probable.
In the event of the United States failing to pass a law
less stringent than the present one, the Chinese will
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into an anti-foreign feeling and the British and German
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have been at a more opportune time for the Chinese cause.
The import duty paid on general foreign cargo at Shanghai
during the first nine months of 1920 amounted to $,547,
000 Mexican taels. During the corresponding period of
the previous year the import duty paid was $,854,370

Haikwan taels. This abnormal increase in 1905 was primarily the result of the war, and was in recognition of the Manchurian market largely. But the report of the Shanghai bonded warehouse throws light upon the business situation that existed. The following table applies only to the packages of sundries remaining in bond, these sundries including nearly all the articles which would be handled in the provision line.

PACKAGES OF SUNDRIES REMAINING IN BOND AT END OF QUARTERS.

	1904	1905
Jany-March Quarter	5140	40394
April-June "	15649	101313
July-Sept. "	13735	147470

Almost a similar result could be shown for all staple articles of import. In nearly all lines an unnatural demand was expected and everyone made an effort to meet it with the result as before stated. In the case of Getz Bros. & Co. they found Shanghai and outports stocked, the Yangtse valley also, and at Vladivostock their business in the early autumn met the keenest competition.

As a matter of fact the boycott in Shanghai has driven no American firm out of business, nor except in piece goods and a few other things has it created very material injury up to the present time. The speculative, blockade running business incident to the war was the cause for the destruction of the natural market, and conditions similar would have had the same effect in any part of the world.

When therefore the Chinese turned their backs upon American cargo in the period of the active boycott in July and August they did not announce nor did the public understand that they either had full supplies or

could

Almost a similar result could be shown for all staple articles of import. In nearly all lines a constant demand was expected and everyone made an effort to meet it with the result as before stated. In the case of Yeta Tron, & Co. they found themselves and outports stocked, the Yangtze valley also, and at Vladivostock their business in the early autumn met the keenest competition.

As a matter of fact the boycott in Shanghai has driven no American firm out of business, nor caused in place goods and a few other things has it created any material injury up to the present time. The pecuniary loss, bloodshed running between incident to the war was the cause for the destruction of the cotton market, and conditions similar would have had the same effect in any part of the world.

could get the goods cheaper from other foreigners who had an embarassing surplus.. The boycott could be and was waged without particular inconvenience and loss to the Chinese merchants other than those in piece goods, although the merchants who had stocked up for the Manchurian market suffered as did foreigners by the failure to get the chance they expected. This rule applied particularly to those who had supplies or contracts for staples, and it was their dilemma which brought about the money scare of August and caused the sudden stoppage of a movement which was proving too popular in that it not only gave a chance for patriotism but also furnished an excuse by which to evade the trouble caused by surplus goods and a blockaded market. The loss reverting as it did to the large merchants soon brought about an understanding between themselves and the officials who had the power to stop the boycott which was then regarded as an added misfortune. All these are facts easily proven and in their face it is absurd to state that American business houses in Shanghai are closed and that a condition even approximating that described in the interview quoted exists.

The simple truths relating to the whole subject are these: That all business is dull as a natural outcome of the high pressure which was put on in the early part of 1905; The boycott agitation it is now known has affected American business in Central China somewhat but not to any appreciable extent in the North; That if the boycott can only do as little damage to American interests in the future there will be every cause for congratulation and very little for complaint, and finally that there is a lack of sympathy for those who boomed the market on the strength of the war and many do not hesitate to say that the result was deserved.

This

The simple truths relating to the whole subject are these: That all business is built on a natural outcome of the high pressure which was put on in the early part of 1905; The boycott agitation it is now known has affected American business in Central China somewhat but not to any appreciable extent in the North; That if the boycott can only do as little damage to American interests in the future there will be every cause for congratulation and very little for complaint, and finally that there is a lack of sympathy for those who bolted the market on the strength of the war and many do not hesitate to say that the result was deserved.

This is the judgment of conservative experienced men in Shanghai but it must be understood that their opinion does not relate to the conditions at Canton and Hong Kong where the boycott feeling is apparently infinitely more bitter than at Shanghai or in the Yangtse valley.

The reassuring factors in the present condition as to the boycott in this part of China are that the settlement made at China New Years was remarkably good in view of everything, that there has been of late but little evidence of anti-foreignism except in the manifest intention of keeping things of value for the Chinese and that the official and the merchant class are violently opposed to any boycott procedure which will affect trade. As to the last proposition it should be said that the merchants of Shanghai enjoy accumulating riches and as the officials derive their proportionate benefit from their prosperity it is easy to account for their real attitude. If the fear of the student and reforming classes can be gotten out of their minds they will care very little what the Cantonese think about the matter. It cannot be said however that there is such emancipation as yet, but it is known that some effort to reach that state, according to Chinese processes, is being made.

As a general rule I think it entirely proper to say that the business men of Shanghai will agree with these statements as to past and present conditions, and therefore I submit it is unfortunate, to express it in the mildest way, that the American public by reason of alleged news such as that quoted in the beginning of this despatch should get false impressions. As a matter of fact the instance which calls out this explanation and protest is

but

but one of many showing that inaccurate information as to the boycott is constantly being given by those who have personal reasons for their version or who have only a superficial knowledge of the facts. It is just such publications as are giving the additional impetus to the movement among the Chinese in America and are causing the steady flow of Chinese American money toward Canton, all of this naturally inspiring not only the Chinese but also our trade competitors in the South who are taking advantage of the situation to our almost irreparable injury.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rosenow

AMERICAN CONSUL GENERAL.

Y.W.

Dept.#106---6.

[illegible] one of many amazing [illegible] incontrovertible information as to the boycott is constantly being given by those who have personal reasons for their motives or who have only superficial knowledge of the facts. It is just such publications as are giving the additional impetus to the movement among the Chinese in America and are causing the steady flow of Chinese emigration money toward Canton. All of this naturally inspiring not only the Chinese but also our trade competitors in the South who are taking advantage of the situation to our almost irreparable injury.

I have the honor to be,

Sir.

Your obedient servant.

AMERICAN CONSUL GENERAL.

I.M.

CONSULAR BUREAU
MAR
17
1906
DEPARTMENT OF STATE

CONSULAR BUREAU.
PLEASE REPORT.

3rd ASST. SECRETARY
MAR 7 1906

No. 109

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 2nd , 1906.

CHIEF CLERK
MAR
7
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT: re the search for Reuben Hitchcock Morley

ABSTRACT OF CONTENTS:

Reporting no further trace but that identity of man who impersonated him in Shanghai Oct. 2nd 1905 is almost established.

CONSULAR BUREAU
MAY 29 1906
FILED

No. 109.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 2nd , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that all further investigation as to the whereabouts or the fate of Reuben Hitchcock Morley, who was referred to in the Department's despatch of December 16, 1905, and about whom I have previously written, has resulted in almost utter failure. As supplemental, however, to my previous despatch upon the subject, I beg to state that it is now comparatively well established that the man who cashed a draft in Shanghai on October 2, 1905, was not Mr. Morley, but presumably the Frenchman Le Verger, with whom he left Peking during the summer for Manchuria. The police have been unable to trace Le Verger beyond Tientsin, from which place he sailed on the 28th of September on the steamer Hsin Fung. This almost completely establishes Le Verger's identity with the man who signed himself "Mr. Mory" on the ship's book and who afterwards registered at the Astor House, Shanghai, on October 2nd.

The description furnished me of Le Verger is that he is of French nativity, has light hair, blue eyes, thin face, small and fairly prominent chin, small mustache, height about 5 feet 10, age about 35, speaks English fluently but with a slight accent, is of quiet and gentlemanly manners, and is said to have been a French officer.

This

This man has absolutely disappeared from Shanghai and no trace of him can be found. He probably left under another name for Europe, but as he had ample time to reach Europe before any inquiry was instituted concerning him, there is very little hope of finding him by correspondence or telegraph from this city.

I will promptly communicate to the Department any further information that may be obtained. The matter of Mr. Morley's disappearance has been thoroughly advertised in the North and there should be some result from my letters very soon.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Consular Bureau.

MEMORANDUM.

March 19, 1906.

Mr. Peirce:

So far no trace has been found of Mr. Morley. The Department issued a circular on February 2nd, last, giving a description of Mr. Morley, and this was sent to all consular officers in the Orient in the hope that some trace of him might be found.

I would suggest that a copy of this despatch be sent to Mr. Morley's father and to Mr. F. S. Bigler, both of whom have been in correspondence with the Department.

W.W.G.

SHANGHAI,

Received February 7, 1905,

9:40 a. m.

Secretary of State,

Washington.

Barchet departing in March. Very desirous Arnold commence interpreting with the assistance of Conger.

I have received application for Consular clerkship William Dicks, Manila, five years experience law, efficient stenographer, recommended by Attorney-General Philippine Islands. May I employ?

DAVIDSON.

February 7, 1905. 10:20 a.m.

INDEX BUREAU RECD MAR 7 1906 DEPT. OF STATE.

ASSISTANT SECRETARY, MAR 17 1906

3rd ASST. SECRETARY. MAR 8 1906

No. 110

AMERICAN CONSULATE-GENERAL.

CONSULAR BUREAU MAR 28 1906 DEPARTMENT of STATE

Secretary of State, MAR 26 1906

SHANGHAI, CHINA, February 8th 1906.

CHIEF CLERK MAR 7 1906 DEPARTMENT OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Answered Mar 29/06

SUBJECT:

The Boycott.

ABSTRACT OF CONTENTS:

Forwarding circular and reviewing condition as to boycott agitation.

INDEX BUREAU MAR 31 1906 FILED

No. 110

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 8th , 1906 .

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to submit herewith the most recent boycott circular issued in this portion of the Empire. This is almost the first evidence for several months of the intention of the student class to revive the movement. A descriptive translation accompanies.

As to the boycott movement it can be said that its revival has been delayed longer than was anticipated. The settlement effected at China New Years was much better than was thought could be possible and the effect of that probably caused a postponement of action inasmuch as the merchants are known to be vigorously resisting any violent outbreak of boycott sentiment. The student masses, however, are exceedingly hard to handle and no one has expected that an entire suppression of their cause could be enforced. Those best informed as to the feeling of the people of this region upon the subject have intimated all along that there would be something of a hue and cry on the boycott as soon as the minds of the people got off the annual holiday period and its various ceremonies.

As yet there has been no appreciable effect from this boycott circular or from the expressions which are now beginning to appear in the native press. As

far

far as they are able, and as much as they dare, the officials and the merchants are keeping the agitation under control, but it may be considered certain that before long the condition will develop into a more or less acute stage. To thwart the effect of this trouble upon their business the merchants have, to a very large extent, protected themselves by contracts or have arranged their business affairs in ways peculiar to the Chinese mercantile classes. This latter has been done by creating go-betweens and so involving the commercial intercourse between the American hongs and themselves that it is hard to trace the origin of the goods. A few of the merchants, however, are so determined that the boycott shall not come again that they are boldly asserting their opinions in defiance of even the guilds and the students.

An investigation, which I have made recently among those who are supposed to represent the thought and sentiment of the Chinese official and merchant class, shows their entire opposition to any future boycott talk, but at the same time demonstrates that all of the matter is somewhat contingent upon how vigorous a campaign may be made by the elements which are now advocating and fostering the unrest among the Chinese. It is asserted with the utmost positiveness that the student classes in and around Shanghai, Nanking and Soochow, which are the centres of the so-called intellectual movement, have lost a great deal of their antipathy toward America and now prefer to base their general action upon questions of reform in China itself. In other words, the boycott having served its purpose, that of teaching the Chinese generally that there can be some unity among the people, they consider it entirely proper to leave to the Cantonese and those especially interested in the breaking down of

the

for as they are able, and as much as they dare, the officials and the merchants are keeping the agitation under control, but it may be considered certain that before long the commotion will develop into a more or less acute stage. To thwart the effect of this trouble upon their business the merchants have, to a very large extent, protected themselves by contracts or have arranged their business affairs in ways peculiar to the Chinese commercial classes. This latter has been done by creating co-partners and so involving the commercial intercourse between the American house and themselves that it is here to trace the origin of the goods. A few of the merchants, however, are so determined that the boycott shall not come again that they are boldly asserting their opinions in defiance of even the police and the students.

An investigation, which I have made recently among those who are supposed to represent the thought and sentiment of the Chinese official and merchant class, show that their entire opposition to any future boycott is, but at the same time demonstrates that all of the matter is somewhat contingent upon how vigorous a campaign may be made by the classes which are now advocating and fostering the unrest among the Chinese. It is asserted with the utmost positiveness that the student classes in and around Shanghai, Nanking and Soochow, which are the centres of the so-called intellectual movement, have lost a great deal of their antipathy toward America and now prefer to base their general action upon questions of reform in China itself. In other words, the boycott having served its purpose, that of teaching the Chinese generally that there can be more unity among the people, they consider it entirely proper to leave to the Government authorities exclusively interested in the transacting down of

the American exclusion laws the burden of the boycott while they will attend to such things as the anti-dynastic sentiment, the reform cause generally, and the agitation of the anti-foreignism, which through the Mixed Court trouble in Shanghai has taught the supposed necessity for entire independence. Some even go so far as to assert that the student classes of Shanghai, under the leadership of Tseng Shao Ching, have had from the beginning but little respect for the boycott, having recognized it as an effort principally in behalf of coolie labor, but seeing that its advocacy and support would be a step in advance in the general cause, which is the end of reforming China, they engaged in it. This view of the situation closely tallies with the information and explanation of the boycott movement which I obtained in August of 1905 and transmitted to the Department.

It can be said as a general statement that the boycott agitation, as it is now understood, is apparently upon lines different from those of last summer. The character of the circular enclosed, the expressions given in public, and the private opinion of even the student class, show this unmistakably. There is a lack of bitterness which was so prevalent at first, and the discussion seems to be more upon academic lines than heretofore. Whether this is simply the mildness of the beginning or whether it indicates a change of policy in respect to the orders of the officials and the wishes of the merchant class remains to be seen.

Some light upon the damage done by the boycott during the last six months of 1905 is being given every day. It is now known that the importers of American piece goods, whether American or foreign, have suffered but little. In fact, it may be broadly stated that no

injury

The American exclusion laws the burden of the boycott while they will attend to most things as the anti-Japanese sentiment, the reform cause generally, and the agitation of the anti-foreigners, which through the Mixed Court trouble in Shanghai has taught the supposed necessity for native independence. Some even go so far as to assert that the student classes of Shanghai, under the leadership of Young Chao Ching, have had from the beginning but little respect for the boycott, having recognized it as an effort primarily in behalf of coolie labor, but seeing that the advocacy and support would be a step in advance in the general cause, which is the end of reforming China, they engaged in it. This view of the situation closely tallies with the information and explanation of the boycott movement which I obtained in August of 1905 and transmitted to the Department.

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Some light upon the damage done by the boycott during the last six months of 1905 is being given every day. It is now known that the importers of American piece goods, whether Americans or foreign, have suffered but little. In fact, it may be honestly stated that no

injury of any consequence has been given. The same is practically true with all classes of American products save those luxuries and provisions which were imported in anticipation of the demand following the restoration of peace in the North. Contracts generally have been respected and the balance sheets of the firms do not exhibit the devastating effect which was predicted by the merchants in the summer. As has been recently explained, the conditions of an over-stocked market made the boycott effect seem infinitely more drastic than it would have possibly appeared during a time of normal business conditions.

It may be expected that the student classes of Nanking and Soochow will be the active promoters of any boycott agitation which may exist from now on.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: as stated.

禁美貨圖

有志人刊

倡议于六月十八日以後
一切有美貨無論微細大小
一概不准定買倘美約不
改美貨永遠不用並親自
登台演说美人虐待情形
華商善後事宜以论慷
慨忠言侃々各帮董
事大小商民俱拍手贊
成故绘此备以見我華有
志報復文明之風云

各号董事齐听演说

速成学生

卿少卿

上海紳商議

美人虐待華工已二十餘年華民之受制於美者死不勝指今屆期已近華政府特電至美京劝其改約詎美政府置若不聞以致士民公憤当经曾少卿观察与上海各帮董事会议於華商総会

各帮紳商

韓君润生　尹君鶴林　曾少卿

師范　李生

刘君人杰

畢業李生

Translation of a placard.

Shanghai gentry and merchants discuss the boycotting of American goods.

"Now for upwards up 20 years America has treated Chinese laborers very severely. The Chinese people are at the mercy of American harsh treatment and many have died on this account. At present the time for changing the treaty has arrived. The Chinese Government has sent a special telegram to the American Department of State begging them to change the treaty. The American Government has not listened to these entreaties, therefore the students and common people are much agitated. At that time Tseng Shao Ching, Taot'ai and committee of various guilds had a meeting at the Chinese Chamber of Commerce, at which it was decided that after the 18th day of the 6th moon all purchases no matter how small of American goods shall be prohibited and if the American treaty is not changed forever to boycott the American goods. Tseng Shao Ching also made a statement of the cruel treatment of Chinese by America and prepared for the future a method of boycott. His words were full of strength and patriotism. All committees, the merchants, large and small, applauded this method. We have therefore drawn up this picture to show men that the Chinese are the men of determination and patriotism."

Note: The placard represents Tseng Shao Ching addressing the merchants and students. The figure in the fore ground is represented with a placard in his hand stating that Su Pao Sun a piece goods merchant, is one who specially handles American goods. It will be noticed that the subject matter of this placard is confusing in that it mixes the past with the present. It is generally regarded as a specimen of the variety of Tseng Shao Ching and as a reminder that he is still supporting the boycott.

INDEX BUREAU
RECD
MAR 7 '06
DEPT. OF STATE

3rd ASST. SECRETARY
MAR 8 1906
CONSULAR BUREAU
MAR
21
1906
DEPARTMENT OF STATE

No. 111

Consulate-General of the United States,

SHANGHAI, CHINA, February 9th 1906

Secretary of State.
MAR 20 1906
CHIEF CLERK
MAR
19
1906
DEPARTMENT
OF STATE.

Mr. James L. Rodgers,

To the Department of State.

Subject: Ans by form Mch 23/06

Mr. John Goodnow/

Abstract of Contents.

Reporting ~~his~~ the appointment of Mr. John Goodnow as foreign advisor to H. E. Chou Fu, Viceroy of Liang Kiang provinces.

INDEX BUREAU
MAR 26 1906
FILED

No. 111

Consulate-General of the United States,

SHANGHAI, CHINA, February 9th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to advise the Department that Mr. John Goodnow, ex-American Consul General, Shanghai, has apparently retired from the office of foreign advisor to the Whangpoo Conservancy Improvement, and by invitation of H. E. Chou Fu, Viceroy of the LiangKiang provinces, has become foreign advisor at Nanking, at which place he will reside at least for the present. The scope of Mr. Goodnow's work and the authority with which he may be invested is not known, but it is generally understood that he will be expected to act exactly in the capacity indicated by his official title.

The designation of Mr. Goodnow for this office is unquestionably due to the recent troubles in Shanghai over the matter of the Mixed Court. The Municipal Council of the International Settlement of Shanghai has long been antagnistic to anyone who opposed or tried to oppose the intention of minimizing Chinese authority in the Mixed Court, and as Mr. Goodnow had a long and varied experience in the cause of thwarting the desires of the Municipal Council in that respect, the Chinese naturally sought his advice when the state of affairs became acute in December. From the Chinese

standpoint

standpoint Mr. Goodnow can be of great assistance to the government and it follows that he can also aid foreigners. However his appointment is regarded with great disfavor by the English residents of Shanghai, as they profess to see in it a strong opposition to any foreign development. This view it is easy to understand is that of the Municipal Council, who recognize that by this move the Chinese are endeavoring to do all possible to maintain their treaty rights as to the Mixed Court. The conditions as to the Mixed Court, it may be stated here, are practically the same as before the suspension of its work in middle December. The Municipal Council and the Chinese each have grievances, the Consular Body is trying to keep the peace and the Diplomatic Body and the Wai-wu-pu at Peking are trying to agree upon the new rules which will supplant those of 1869 as amended.

I have the honor to be,

Sir,

Your obedient servant,

John K. Rockhill

AMERICAN CONSUL GENERAL.

Y.W.

Sept. 11th—8.

attached Mr. Bowman are to be of great assistance to the government and it follows that he can also aid foreigners. However his appointment is regarded with great disfavor by the English residents of Shanghai, as they profess to see in it a strong opposition to many foreign developments. This view it is easy to understand is that of the Municipal Council, who recognize that by this move the Chinese are endeavoring to do all possible to maintain their treaty rights as to the Mixed Courts. The conditions as to the Mixed Courts, it may be stated here, are practically the same as before the suspension of its work in middle December. The Municipal Council and the Chinese each have grievances. The Consular Body is trying to keep the peace and the Diplomatic Body and the Tai-wu-pu at Peking are trying to agree upon the new rules which will supplant those of 1869 as amended.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

T.T.

Secretary of State,
MAR 26 1906

INDEX BUREAU
APR 7 '06

3rd ASST. SECRETARY.
MAR 8 1906

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 10th , 1906.

CONSULAR BUREAU.
MAR
28
1906
DEPARTMENT of STATE

ASSISTANT SECRETARY,
MAR 17 1906

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK
MAR
7
1906
DEPARTMENT
OF STATE.

SUBJECT:

Chinese anti-foreignism

Ans by form
Mch 29/06

ABSTRACT OF CONTENTS:

Reporting seeming conditions in this section of China.

INDEX BUREAU
MAR 30 1906
FILED

No. 112.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that careful inquiry and observation as to the question of anti-foreignism in this section of China fail to reveal now any substantial evidence of sentiment which ordinarilly could be considered as in any way dangerous or alarming.

Immediately after the riots in Shanghai, and as a consequence thereof, I communicated with all the missionaries and merchants of the outports, asking them to keep me advised as to any symptoms of anti-foreignism among the Chinese of their city or district. Since that time - now nearly eight weeks ago - I have received but very few letters which communicate any reports of ill feeling on the part of the natives. The effect of the Shanghai riot and of the much exaggerated reports as to the Mixed Court trouble seems to have passed without creating much unfavorable comment, and in that respect the result is probably to be accepted as another indication of the peculiar indifference which the Chinese display at times toward matters which in other countries would create great disturbance. Even in Shanghai there has been since the riot but very little outward expression of antagonism toward foreigners, and

although

I have the honor to report that careful inquiry and observation as to the position of anti-foreignism in this section of China fail to reveal now any substantial evidence of sentiment which unfavorably could be considered as in any way dangerous or alarming.

Immediately after the storm in Shanghai, and as a consequence thereof, I communicated with all the missionaries and merchants of the outports, asking them to keep me advised as to any symptoms of anti-foreignism among the Chinese of their city or district. Since that time - now nearly eight weeks ago - I have received but very few letters which communicate any impression of ill feeling on the part of the natives. The editors of the Shanghai daily papers and of the most responsible Chinese papers in the larger ports seem to have ceased without creating much astonishment, and in this respect the result is probably to be accepted as another indication of the peculiar indifference which the Chinese display on those rare occasions when in other countries mobs create great disturbance. Even in Shanghai, as has been shown the riot but very little

although many of the foreign population have been rendered uneasy on that account, there does not seem to be good reason for thinking that any secret plan is underway.

Today I was informed by a gentleman who has just returned from an extensive trip through the Yangtse delta country that he had never met with a more friendly reception and had never seen a greater absence of anti-foreignism. His journey took him from Shanghai to the Catholic Missions at the Hills, from there to Sungkiang, which is the prefectural headquarters of this district; to Tsepu, a walled city which contains no foreigners; to Zongzoh, another walled city; thence to Wusih, the silk headquarters of the Soochow district, and then to Soochow itself. In all of these places, Mr. Lewis, who is connected with the Young Men's Christian Association work in China, visited the schools, talked with the officials, merchants, students, and coolies and yet found no great resentment on account of the Shanghai episode.

Bishop J. W. Bashford, of the Methodist Church, has made an almost similar report to me, his information being gained from the missionaries of his church through this section. In addition to these reports there have been statements from all the large cities of this district and all are to the same effect. Temporarily or permanently, no one can say which, the sudden wave of anti-foreignism among the Chinese appears to have subsided, and with it apparently has gone a great deal of the antipathy toward Americans on account of the boycott agitation. From the Yangtse ports, with the exception of Nanking where the student element is giving trouble not only to foreigners but also to their own officials, there seems to be quietude upon this

question

although many of the foreign population have been removed unawares on that account, there does not seem to be good reason for thinking that any secret plan is underway.

Today I was informed by a gentleman who has just returned from an extensive trip through the Yangtze delta country that he had never met with a more friendly reception and had never seen a greater absence of anti-foreignism. His journey took him from Shanghai to the Catholic missions at the Falls, from there to Changkiang, which is the prefectural headquarters of this district; to Tsepo, a walled city which contains no foreigners; to Tsingpoo, another walled city; thence to Wusih, the silk headquarters of the Soochow district, and then to Soochow itself. In all of these places, Mr. Towle, who is connected with the Young Men's Christian Association work in China, visited the schools, talked with the officials, merchants, students, and soldiers and yet found no great resentment on account of the Shanghai episode.

Bishop F. W. Bashford, of the Methodist Church, has made an almost similar report to me, his information being gained from the missionaries of his church through this section. In addition to these reports there have been statements from all the large cities of this district and all are to the same effect. Temporarily or permanently, no one can say which, the sudden wave of anti-foreignism among the Chinese appears to have subsided, and with it apparently has gone a great deal of the antipathy toward Americans on account of the boycott agitation. From the Yangtze ports, with the exception of Nanking where the student element is giving trouble not only to foreigners but also to their own officials, there seems to be quietude upon this

question, although every foreigner who speaks about it insists that dealing with the Chinese in a business way is much more difficult than in the past, this being due to the reported intention to assert independence of foreigners in all ways possible.

Although this may well be considered as an optimistic presentation of Chinese sentiment, it must be stated that there are those among the foreigners who regard the situation with all the more suspicion. Several merchants have reported that the Chinese are now talking about contracts for supplies in abnormal quantities, and this they say is never done unless there is a national movement of some kind in preparation. It is not in the least hard to find pessimistic opinions of various kinds and qualities but it is difficult to obtain specific information which would give much value to these theories. However it all may be, it is certain that there is much less anti-foreign talk, not only in Shanghai and in the region directly tributary to it, but also in interior cities and sections which were said to be greatly effected in that respect.

In anticipation, however, of any sudden outbreak or danger I am having prepared a list of all missionaries and Americans in the various outports, small cities, and the missionary stations, with a map showing the locality and the easiest means of communication therewith, the telegraph connection, the navigability of the rivers and canal accessible, and such other information as might be of value in a critical time. I am also informed that the American naval representation upon the Yangtse River is preparing to get accurate maps of all Chinese cities adjacent to the river.

The condition of Shanghai itself is apparently

entirely

question, although every foreigner who speaks about it insists that dealing with the Chinese in a business way is much more difficult than in the west, this being due to the reported intention to assert independence of foreigners in all ways possible.

Although this may well be considered as an optimistic presentation of Chinese sentiment, it must be stated that there are those among the foreigners who terminate the situation with all the more expedition. Several merchants have reported that the Chinese are now talking about contracts for supplies in chemical quantities, and this they may in never have there is a national movement of some kind in preparation. It is not in the least hard to find pessimistic opinions of various kinds and qualities but it is difficult to obtain specific information which would give much value to these theories. However it all may be, it is certain that there is much less anti-foreign talk, not only in Changsha and in the region directly tributary to it, but also in Hsiangtan city and another 50 li away. I am told to be greatly effected in that respect.

In anticipation, however, of any sudden outbreak or danger I am having prepared a list of all missionaries and institutions in the various outports, small cities, and the missionary stations, with a map showing the locality and the easiest means of communication therewith. The telegraph connection, the navigability of the rivers and canal accessible, and much other information as might be of value in a critical time. I am also instructing that the American naval lieutenant upon the Yangtze River in preparing to get complete census of all Chinese and other nationals to the river.

The condition of Changsha itself is apparently

entirely normal, the Chinese having accepted the result of the Viceroy's inquiry and his orders in good part. Under an absence of friction on account of the Mixed Court and the related questions between that institution and the Municipal Council of the International Settlement of Shanghai, it does not seem probable that there could be any repetition of the troubles of December. The student body of the city apparently is devoting itself at the present time to the discussion of general reform questions and although there is, as has been stated in another despatch, some attempted revival of the boycott agitation, it has as yet attracted but little attention and is generally regarded as an effort on the part of Tseng Shao Ching to announce the continuance of his existence. Altogether the condition seems to be infinitely better than could have been expected in view of all the circumstances.

I have the honor to be,

Sir,

Your obedient servant,

John L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

P.T.O.

No. 282.

BUREAU OF APPOINTMENTS
FEB 16 1906
Department of State.

TELEGRAM RECEIVED IN CIPHER

Secretary of State.
FEB 16 1906
CHIEF CLERK
FEB 16 1906
DEPARTMENT OF STATE.
CONSULAR BUREAU
FEB 17 1906
DEPARTMENT of STATE
CONSULAR BUREAU
FEB 16 1906
DEPARTMENT of STATE

From Shanghai,

February 16,1906.

Received 9:26 A.M.

Secretary of State,

Washington.

Telegram from America indicates apprehension exists troubles in China. At present can see nothing in the condition in this section to warrant the anxiety. The state of affairs apparently is nearly normal; Boycott inactive; business developing.

RODGERS.

INDEX BUREAU
FEB 9 1906
FILED

ciphered by C.R.D.

INDEX BUREAU RECD. MAR 23 '06 DEPT. OF STATE

CONSULAR BUREAU MAR 29 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY MAR 28 1906

No. 113.

Consulate-General of the United States,

SHANGHAI, CHINA, February 19th, 1906.

CHIEF CLERK MAR 27 DEPARTMENT OF STATE

Mr. Robert Bacon,

To the Department of State.

Granted March 3'06

Subject:

Dr. Gracey's application for leave of absence.

Abstract of Contents.

Recommending that the leave asked for by Dr. Gracey be granted.

INDEX BUREAU MAR 30 1906 FILED

No. 113.

Consulate-General of the United States,

SHANGHAI, CHINA, February 19th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that Dr. Samuel L. Gracey, American Consul at Fuchau, has advised me that he has made an application to the Department for leave of absence with permission to visit the United States, and has asked me to forward my approval of his request. As I know that Dr. Gracey is in bad health and that a Vice Consul has been appointed for his Consulate, I unhesitately recommend that the leave asked for be granted.

I have the honor to be,

Sir,

Your obedient servant,

Geo. E. Rogers

AMERICAN CONSUL GENERAL.

Y.W.

INDEX BUREAU RECD. MAR 23 '06 DEPARTMENT OF STATE

CONSULAR BUREAU. MAR 31 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. MAR 29 1906

No. 114.

Consulate-General of the United States,

SHANGHAI, CHINA, February 23rd , 1906.

Mr. James L. Rodgers,

To the Department of State.

CHIEF CLERK MAR 28 1906 DEPARTMENT OF STATE.

Subject: Ans on form of J. L. Morley

Ltr apr 2/16

re R. H. Morley,

to Mr J. L. Morley

Abstract of Contents.

Giving further report as to the matter of disappearance of R. H. Morley.

INDEX BUREAU APR 5 1906 FILED

Giving further report as to the matter
of disappearance of R. Morley.

No. 114.

Consulate-General of the United States,

SHANGHAI, CHINA, February 23rd , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's No. 25 of January 10th 1906, relative to the disappearance in China of Mr. R. H. Morley. The copy of the letter of Mr. J. E. Morley, of Cleveland, Ohio, to the Honorable the Secretary of State has been noted.

At present I have nothing further to report in this matter save that the Hong Kong and Shanghai Bank, Shanghai branch, which cashed the draft drawn on Mr. Morley's letter of credit October 2nd 1905, has been placed in full possession of all the facts, including the statement that another draft for 584 pounds was cashed at Colombo, and has been requested to forward to me any information they may obtain in their effort to trace the individual who unquestionably was impersonating Mr. Morley.

I am in receipt of a letter from the American Minister to China, stating that the Chinese Government, at his request, is endeavoring to trace Mr. Morley and to ascertain his fate. Mr. Rockhill has stated that he would communicate any information obtained to me, but I am also under the impression that he intends to advise the Department direct.

All

No. 1.

Telegram (Secret) from Mr. Robert Bredon.

I have the honour to acknowledge receipt of the Department's No. 83 of January 11th 1910, relative to the disappearance in China of Mr. E.H. Darling.

The copy of the letter of Mr. J. H. Darling, of Cleveland, Ohio, to the Secretary of State has been noted.

At present I have nothing further to report in this matter save that the Hong Kong and Shanghai Bank, Shanghai branch, which cashed the draft drawn on Mr. Darling's letter of credit October 2nd 1909, has been placed in full possession of all the facts, including the statement that another draft for £24 payable was cashed at Colombo, and has been requested to forward to us any information they may obtain in their effort to trace the individual who so fraudulently used Mr. Darling.

I am in receipt of a letter from the American Minister to China, stating that the Chinese Government, at his request, is endeavoring to trace Mr. Darling and to ascertain his fate. Mr. Rockhill has stated that he would communicate any information obtained to me, but I am also under the impression that my duty is to acquaint the Department direct.

[illegible]

Dept.#114---2.

All efforts to trace the man Le Verger whose description by the way, does not correspond to that given of the man who cashed the draft at Colombo and who is suspected of having obtained Mr. Morley's letter of credit and papers, have failed. We can not even ascertain under what name he left Shanghai, as the steamship officials apparently have no knowledge on the subject.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dept. 1114---2.

All efforts to trace the man Ta Tsung whose description by the way, does not correspond to that given of the man who who cashed the draft at Colombo and who is supposed of having obtained Y. Wing's letter of credit and papers, have failed. We can not even ascertain under what name he left Shanghai, as the steamship officials apparently have no knowledge on the subject.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

X.Y.

INDEX BUREAU REC'D MAR 23 '06 DEPT OF STATE

3rd ASST. SECRETARY. MAR 29 1906

No. 115

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 23rd, 1906.

ASSISTANT SECRETARY, APR 4 1906

CHIEF CLERK MAR 29 DEPARTMENT OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CONSULAR BUREAU APR 8 1906 DEPARTMENT OF STATE

SUBJECT: Answered by tel. Apr 10/06

re Conditions in Shanghai.

ABSTRACT OF CONTENTS:

Confirming telegram of 16th inst, reporting receipt of telegrams from America, and giving general statement as to conditions relating to anti-foreignism and the boycott/

INDEX BUREAU APR 11 1906 FILED

Confirming telegram of 16th inst.
reporting receipt of telegrams
from America, and giving general
statement as to conditions relating
to anti-foreignism and the boycott.

No. 115.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 23rd , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to confirm my telegram of the 16th inst. reading as follows:

"Secretary of State,
Washington.
Telegram America indicates apprehension exists troubles in China. At present can see nothing in the condition in this section to warrant the anxiety. The state of affairs apparently is nearly normal. Boycott inactive business developing.
Rodgers."

In explanation of which I beg to state that on the 16th inst. a large number of telegrams were received from America by firms and individuals in Shanghai, all these messages advising extreme prudence on account of impending troubles, and some indicating the wisdom of leaving China at once. The general nature of the telegrams was such as to mystify and to alarm the recipients, and many of them immediately applied to me for explanation. Not having heard anything about the cause for such uneasiness and anxiety, I could do nothing more than to say that I would telegraph to the Department stating the conditions here.

The facts, as closely as they can be ascertained and judged, not only by myself but by people of much greater experience in China, are as stated in the telegram above. The wave of anti-foreign feeling

which

PEKING, CHINA, February 17th, 1924.

Robert Bacon.

I have the honor to confirm my telegram of the 16th inst. reading as follows:

"Secretary of State,
Washington.
Telegrams America indicates apprehension exists throughout in China. At present can see nothing in the condition in this section to warrant the anxiety. The state of affairs apparently is nearly normal. Suggest inactive business development.
Rodgers."

In explanation of which I beg to state that on the 16th inst. a large number of telegrams were received from America by Chinese and individuals in Shanghai, all there message showing extreme prudence on account of impending trouble, and many indicating the wisdom of leaving China at once. The general nature of the telegrams was such as to mystify and to alarm the recipients, and many of them immediately applied to me for explanation. Not having heard anything about the cause for such uneasiness and anxiety, I could do nothing more than to say that I would telegraph to the Department stating the conditions here.

The facts, as closely as they can be ascertained and judged, not only by myself but by people of much greater experience in China, are as stated in the telegram above. The wave of anti-foreign feeling

which became apparent in December and which was accentuated somewhat by the Shanghai riot of December 18th appears to have subsided, and in that respect there is nothing to add to the despatch No. 112 which was forwarded to the Department recently. The conditions of Shanghai are practically normal, the boycott is so little in evidence at present that it is hard to discover it, and business conditions are better than they have been at any time for months. Reports from outlying cities and districts are to the same effect and there continues to be an absolute silence on the part of the missionaries as to any evidence of anti-foreignism.

The only disturbing features of the condition, as far as they can be estimated now, appear to be the discussion of anti-dynastic ideas and the absolute silence on the part of the student class. This latter is interpreted by many to mean that some movement or plan is on foot and that it is regulated and controlled by some powerful agency. The followers of Kang Yu Wei in and around Shanghai are numerous and it is known that the official class is more or less disturbed by their attitude. However, it can not be ascertained that either the anti-dynastic sentiment or the reform ideas of the students are regarded by the Chinese officials as especially significant and dangerous.

In relation to the boycott, I can state that Su Pao San, the leading piece goods merchant of Shanghai, is reported to have cleared the sum of two hundred thousand taels upon his 1905 importations of American piece goods, and that other leading merchants in the line made profits proportionately as large. It is further known that these same piece goods merchants have entered into contracts, some of which call for shipment as late as

January

which became apparent in December and which was concentrated somewhat by the Shanghai riot of December 19th appears to have subsided, and in that respect there is nothing to add to the Secretary No. 118 which was forwarded to the Department recently. The conditions of Shanghai are practically normal, the boycott is so little in evidence at present that it is hard to discover it, and business conditions are better than they have been at any time for months. Reports from outlying cities and districts are to the same effect and there continues to be an absolute silence on the part of the missionaries as to any evidence of anti-foreignism.

The only disturbing features of the condition, as far as they can be estimated now, appear to be the dissemination of anti-dynastic ideas and the absolute silence on the part of the student class. This latter is interpreted by many to mean that some movement or plan is on foot and that it is regulated and controlled by some powerful agency. The followers of Yung Yu Wei in and around Shanghai are numerous and it is known that the official class is more or less disturbed by their attitude. However, it can not be ascertained that either the anti-dynastic sentiment or the reform ideas of the students are regarded by the Chinese officials as especially significant and dangerous.

In relation to the boycott, I can state that in Tsu San, the leading place goods merchant of Shanghai, is reported to have cleared the sum of two hundred thousand taels upon his 1908 importations of American piece goods, and that other leading merchants in the line made profits proportionately as large. It is further known that these same piece goods merchants have entered into contracts, some of which call for shipment as late as

January

January 1907 and that on Saturday February 17, contracts for over a half a million dollars worth of piece goods were made. In the meanwhile, the market for general American cargo is but very little, if any, restricted, and with the surplus of 1905 almost gone, there is the promise of large orders from the Chinese. All of this is simply confirmatory of the statements I have made recently in my despatches concerning the boycott.

I will, as a matter of course, watch the situation and the conditions as closely as possible and will employ every agency at my command to ascertain the truth and to anticipate any demonstration against Americans or foreigners.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dept.#18---2.

January 1907 and that on Saturday February 17, customs for over a half a million dollars worth of piece goods were made. In the meanwhile, the market for general American cargo is but very little, if any, restricted, and with the surplus of 1906 almost gone, there is the promise of large orders from the Chinese. All of this is simply confirmatory of the statements I have made recently in my dispatches concerning the boycott.

I will, as a matter of course, watch the situation and the conditions as closely as possible and will employ every agency at my command to ascertain the truth and to ascertain any demonstration against American or foreigners.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

J.C.

INDEX BUREAU RECD. MAR 23 '06 DEPARTMENT OF STATE

CONSULAR BUREAU MAR 30 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY MAR 29 1906

No. 116

A.M. 12876

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 24th, 1906.

File

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK MAR 29 DEPARTMENT OF STATE.

SUBJECT:

To Com. & Labor and

ACKNOWLEDGED MAR 31 1906 BUREAU OF TRADE RELATIONS

American Cotton goods

ABSTRACT OF CONTENTS:

Supplementary report of Special Agent Burrill, Department of Commerce and Labor, and giving complete amount of 1905 importation.

INDEX BUREAU APR 2 1906 FILED

No. 116.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, February 24th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to submit as supplementary to the report of Mr. H. R. Burrill, Special Agent of the Department of Commerce and Labor, on American cotton goods in China, which has been published as No. 2471 of the Daily Consular and Trade Reports (January 25th 1906), the following statement as to the comparative import of American cotton goods during the decade, this completing the whole year of 1905.

STATISTICS OF IMPORTS OF COTTON GOODS FROM AMERICA.

Years	Drills Pieces	Sheetings Pieces	Jeans Pieces	Total Pieces.
Total Imp. 1905	3,071,560	7,514,595	339,830	10,925,985
" 1904	1,379,221	2,026,340	117,700	3,523,261
" 1903	1,390,465	2,781,200	141,700	4,313,365
" 1902	1,329,360	4,302,008	140,300	5,771,668
" 1901	1,609,293	2,968,204	91,340	4,668,837
" 1900	940,005	2,473,391	146,100	3,559,496
" 1899	1,587,976	3,852,502	122,000	5,562,478
" 1898	1,212,046	2,349,895	103,600	3,665,541
" 1897	1,476,746	2,447,808	69,000	3,993,554
" 1896	1,248,287	2,316,912	55,000	3,620,199

The semi-annual return of stocks in foreign hands as compiled by the Chamber of Commerce is as follows:

I have the honor to submit as supplementary to the report of Mr. E. R. Purcell, Special Agent of the Department of Commerce and Labor, on American cotton goods in China, which has been published as No. 4241 of the Daily Consular and Trade Reports (January 15th 1906), the following statement as to the comparative import of American cotton goods during the months, this completing the whole year of 1905.

IMPORTATION OF FACTORY OF COTTON GOODS FROM AMERICA.

Years	Taels	Shanghai Taels	Hankow Taels	Total Taels.
Total Imp. 1905	5,071,650	7,814,395	339,880	10,975,925
" 1904	1,279,281	5,056,340	117,760	5,453,381
" 1903	1,290,466	5,781,800	141,700	4,213,966
" 1902	1,829,360	4,308,008	140,800	5,771,668
" 1901	1,609,295	2,960,704	91,540	4,663,537
" 1900	940,008	5,474,291	146,100	3,559,499
" 1899	1,887,976	3,382,876	128,000	5,122,478
" 1898	1,215,068	5,749,998	108,800	8,658,941
" 1897	1,476,746	5,447,803	88,000	5,998,884
" 1896	1,218,887	5,218,218	58,000	5,850,139

The semi-annual return of cotton is Tientsin made as compiled by the Chamber of Commerce is as follows:

Dept.#116--2.

	Dec. 31 1905.		Dec. 31 1904.	
Drills	994,891	pieces against	335,565	pieces
Sheetings	2,521,061	" "	291,750	"
Jeans	168,564	" "	20,460	"
Cotton Flannels	341,193	" "	180,216	"

Since January 1st 1906 some very large contracts for American piece goods have been made, and while the prices are against great expansion of the market, it is thought that there will be an even greater record of importation in 1906 than that of 1905.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dept.#116--S.

Dec. 21 1905. Dec. 21 1906.

Textile 394,897 pieces against 558,505 pieces

Sheetings 5,821,061 " " 691,740 "

Yarns 165,884 " " 20,460 "

Cotton Flannels 761,195 " " 180,818 "

Since January 1st 1906 some very large con-
tracts for American piece goods have been made, and while
the prices are against great expansion of the market, it
is thought that there will be an even greater reduce of
importation in 1906 than that of 1905.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

J.F.

INDEX BUREAU RECD. MAR 23 '06 DEPT. OF STATE

CONSULAR BUREAU MAR 30 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY. MAR 29 1906

No. 117

Consulate-General of the United States,

SHANGHAI, CHINA, February 24th , 1906.

Mr. James L. Rodgers,

To the Department of State.

CHIEF CLERK MAR 29 DEPARTMENT OF STATE.

Subject:

Chester & to Auditor March 31'06

Leave of Absence.

Abstract of Contents.

Requesting leave of absence, commencing July 25th 1906, with permission to visit the United States and asking for an early reply by mail.

INDEX BUREAU MAR 31 1906 FILED

No. 117.

Consulate-General of the United States,

SHANGHAI, CHINA, February 24th 1906. 190 .

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to apply for a leave of absence with permission to visit the United States. It is my desire, in event of my application being granted, to leave my post about July 25th. This application is made at this time on account of wishing to receive a reply by mail before May 1st, a result which will be of great convenience to me in arranging the affairs of my family.

In explanation of my request I beg to state that urgent personal business will require my presence in America in early September and my inability to go will mean serious loss to me. Furthermore it seems to me desirable that I should go to Washington to consult with the Department upon matters of interest to this office, and to see the Post Office Department officials.

However I base my application entirely upon my personal affairs, but of course will go to Washington in any event if the leave is granted. Should leave be granted and conditions in July be such as to make the propriety of my absence questionable I will remain in Shanghai.

I earnestly solicit the favor of an early

reply

317.

Peking, China, February 24th 1920.

Robert Bowen.

I have the honor to apply for a leave of absence with permission to visit the United States. It is my desire, in event of my application being granted, to leave my post about July 20th. This application is made at this time on account of wishing to receive a reply by mail before the 1st, a result which will be of great convenience to me in arranging the affairs of my family.

In supplementing of my request I beg to state that urgent personal business will require my presence in America in early September and my inability to go will mean serious loss to me. Furthermore it seems to me desirable that I should go to Washington to consult with the Department upon matters of interest to this office, and to see the Post Office Department officials.

However I base my application entirely upon my personal affairs, but of course will go to Washington if any event it the leave is granted. Hoping leave to granted and confident in duty to make to make the propriety of my absence quite possible I will remain in Shanghai.

I remain, obtain the favor of an early reply.

Dept.#117--2.

reply for the reason previously stated.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dept.[illegible]--2.

reply for the reason previously stated.

I have the honor to be,

Sir,

Your obedient servant,

[illegible]

AMERICAN CONSUL GENERAL.

3rd ASST. SECRETARY.
MAR 29 1906

No. 118

Consulate-General of the United States,

SHANGHAI, CHINA, February 24th, 1906.

ASSISTANT SECRETARY.
APR 5 1906

CHIEF CLERK
MAR
28
1906
DEPARTMENT
OF STATE.

Mr. James L. Rodgers,

To the Department of State.

CONSULAR BUREAU
APR
5
1906
DEPARTMENT OF STATE

Subject:

Astor House Garden.

To Senate & Ho. Rep. Committees June 6'06

Abstract of Contents.

Reporting advance in price of site suggested for American Consulate in Shanghai and upon which a species of option was obtained in the spring of 1905. Transmitting copy of a letter from The Astor House Hotel Co. Directory.

No. 118.

Consulate-General of the United States,

SHANGHAI, CHINA, February 24th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that the Astor House Garden which has been proposed as a site for the United States Consulate, and upon which a species of option was obtained in the spring of 1905 by my predecessor, Mr. James W. Davidson, Vice Consul General in Charge, has been advanced in price from Taels 200,000 to Taels 250,000 (at present Gold $141,500. and $176,875.). This advance has not been caused by the report that the wisdom of its purchase has been advocated by the Department, but simply for the reason that all property in Shanghai is increasing in value at a tremendous rate, Taels 175,000 per mow (one sixth of an acre) having recently been offered for land on the Bund, hardly more desirable than the site in question. In the case of the Astor House Garden, which is located on the Hongkew side of Soochow Creek and is in the so-called "American Concession", I am assured by the officers of the hotel company that they have a bona fide offer of Taels 250,000, and that they will sell at that price to the American Government or to any other prospective purchaser provided the character and the use of the building would not be detrimental to the hotel property across the road. They very much prefer to

have

have the site used for American Consulate purposes inasmuch as that would benefit rather than injure the hotel.

As the land in question only measures scant three mow - a half acre - and can be bunded out into the the creek but little, it seems a huge price to ask, but I can state positively that it will be exceedingly difficult if not impossible to secure another suitable site for a Consulate for much less.

I am of course aware that all this may be premature and unnecessary, but it has seemed to me that the matter should be submitted nevertheless. I am being pressed for an answer by the company, as will be seen by the enclosure, and to act justly to them it may be necessary to telegraph the Department for instructions. I will however endeavor to preserve the present status as long as I can with propriety.

I have the honor to be,

Sir,

Your obedient servant,

John L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

(C O P Y)

Shanghai, 24th February 1906.

To

Hon. J. L. Rodgers,
U. S. Consul General,
Shanghai.

Dear Mr. Rodgers:

I have seen my Co-Directors and they agree to give you the refusal of the Astor House garden lot, subject to the leased strip to the Council, for Taels Two hundred and fifty thousand Shanghai Sycee the refusal to be in force for two weeks only.

I shall esteem it a favor if you can give us an earlier answer as the enquiry I mentioned to you this morning is bona fide and since seeing you the Bolicitor referred to has called on me and assures me that it would very probable lead to business.

With regard to the price asked it is as you pointed out in excess of the figure we previously asked but I am informed by Mr. Anderson that the sum of Taels 175,000 per mow has recently been refused for a Bund Lot the Owner holding for Tls.200,000 per mow.

I am, Dear Mr. Rodgers,
Yours faithfully,
(Sgd) F. C. Heffer,
Chairman,
Astor House Hotel Co. Ld.

Bureau of Accounts.

MEMORANDUM.

Mr. Carr.

I have only acted on the request for furniture of Mr. Rodgers, and have been instructed to send the furniture to him.

You will observe, however, on page 4 of dispatch herewith that Mr. R. prefers to purchase the furniture at Shanghai, which request is granted—

By order of the Acty Secty Mr. Loomis.

T. H.

Mr. Morrison says Mr. Loomis also authorizes the sending of 3 Underwoods. He will purchase them.

Ask Rodgers whether the Underwood can be satisfactorily repaired in Shanghai.

Put aside despatch for estimates.

Consular Bureau.

MEMORANDUM.

CONSULAR BUILDING AT SHANGHAI.

The lease of the present consular building will expire in about four years and the landlord has stated that the rent will then be doubled. As the maximum rent is now paid, it would mean that the excess ~~should~~ could come out of the pocket of the Consul General or that the offices would have to be removed to a cheaper building, remote from the business district. At present, the post-office is in the same building and contributes one-half the total rent, and there is still left a small balance to be paid by the Consulate General.

The post-office is an important one, handling about 12,000 bags of mail a year, and receives about 200 bags at a time.

Consular Bureau.

MEMORANDUM.

The German Government has a separate post-office costing about $250,000.00, gold, and it employs about twenty persons to carry on the postal business. The English have a separate post-office valued at $50,000, and have a staff of British and natives of about twenty. The Japanese, Russian and French governments maintain separate post-offices. The American post-office matter exceeds the German but is slightly exceeded by the English.

An excellent plan would be to combine both the Consulate General and the Post-Office in one large building.

BUREAU OF APPOINTMENTS
FEB 26 1906
Department of State

CONSULAR BUREAU
FEB
28
1906
DEPARTMENT OF STATE

Press

TELEGRAM RECEIVED IN CIPHER

Secretary of State.
FEB 26 1906

From Shanghai,

February 26, 1906.

Received 9:13 A.M.

Secretary of State,

Washington.

Cond Feb 28/06

Since last telegram Nanchang China inland mission station (English) is reported saved.

RODGERS.

INDEX BUREAU
MAR 5 1906
ENTERED

Given to press Feb. 26.. C.D

Deciphered by S.H.Q.

CONSULAR BUREAU
FEB
28
1906
DEPARTMENT of STATE

BUREAU OF APPOINTMENTS
FEB 26 1906
Department of State.

Secretary of State,
FEB 26 1906

Pwas

TELEGRAM RECEIVED IN CIPHER.

From Shanghai,

February 26, 1906.

Received 9:25 A.M.

in Conf. Feb 28/06

Secretary of State,

Washington.

(Kinkiang?)

Missions Nanchang ~~and~~ in Kiangsi, near Kinkiang, attacked ~~(and)~~ destroyed, particulars lacking. The cause supposed to be local. (Chinese magistrate is reported stabbed by a Catholic missionary.) Telegrams have been received here stating that the fourteen American missionaries escaped - not ascertained(?). Kingham family, English, two adults, two children, are reported killed. Gunboat El Cano Nanking has been ordered Kinkiang. Will probably arrive next Wednesday.

RODGERS.

INDEX BUREAU
FEB 8 1906
FILED

Enter to Mess C.D.
Feb. 26

S.H.Q.

FEB 28 1906 DEPARTMENT of STATE

No. 282

TELEGRAM RECEIVED IN CIPHER.

BUREAU OF APPOINTMENTS FEB 26 1906 Department of State.

Secretary of State. FEB 26 1906

From Shanghai

Received February 26, 1906.

12:40 P. M.

CHIEF CLERK FEB 26 1906 DEPARTMENT OF STATE.

Secretary of State,

Washington.

Nanchang trouble, it is reported, caused by dispute between French Jesuits and Chinese officials. Conflicting reports. It is claimed now Magistrate stabbed himself. Riot occured yesterday. Six Jesuits, two Kinghams killed. Troops were engaged protecting. It is reported American mission building saved. Refugees are going to Kinkiang. Order is now restored. Quiet here.

RODGERS.

INDEX BUREAU MAR 8 1906 FILED

Deciphered by the Chief Clerk's Office,

S. H. Q.

Copy.

No. 120.

INDEX BUREAU
Rec'd
APR 7 '06

3rd ASST. SECRETARY,
APR 6 1906

Consulate-General of the United States,

SHANGHAI, CHINA, ~~February~~ 28th, 1906.

ASSISTANT SECRETARY,
APR 10 1906

CHIEF CLERK
APR
6
1906
DEPARTMENT
OF STATE.

Mr. James L. Rodgers,

To the Department of State.

CONSULAR BUREAU
APR
11
1906
DEPARTMENT of STATE

Subject:

Nanchang Massacre

Ack Apr 12/06

Abstract of Contents.

Confirming telegrams and giving details of trouble as far as known at this time.

INDEX BUREAU
APR 14 1906
FILED

No. 120

Consulate-General of the United States,

SHANGHAI, CHINA, February 28th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegrams of the 26th of February as follows:

"Sec. State, Washington.
Missions Nanchang Kiangsi near Kiukiang attacked destroyed. Particulars lacking. The cause supposed to be local. Chinese magistrate is reported stabbed by a Catholic missionary. Telegrams have been received here stating that the fourteen American missionaries escaped boats. Kingham family English two adults two children reported killed. Gunboat Elcano Nanking has been ordered Kiukiang. Will probably arrive next Wednesday.
Rodgers."

Sec. State, Washington.
Since last telegram Nanchang China Inland Mission Station English is reported saved.
Rodgers."

"Sec. State, Washington.
Nanchang trouble it is reported caused by dispute between French Jesuits and Chinese officials. It is claimed now magistrate stabbed himself. Riot occurred yesterday. Six Jesuits two Kinghams killed. Troops engaged protecting. It is reported American mission buildings saved. Refugees are going to Kiukiang. Order is now restored. Quiet here.
Rodgers."

In explanation of which I beg to state that on the morning of the 26th I received a telegram dated the 25th, from Rev. Spencer Lewis, who is Superintendent of the district and who lives at Nanking, but who apparently was visiting the Nanchang Mission of the American Methodist Episcopal Church, stating that a great mass meeting was to be held that day (Sunday,

February

Shanghai, China, February 28th, 1928.

Robert Dunn,

I have the honor to confirm my telegram of

the 28th of February as follows:

"Gen. State, Washington.

Disturbance Thursday more Tuesday attended destroyed. Situation Nanking. Communists suppressed to be local. Chinese magistrate in reported attacked by a Catholic missionary. Telegrams have been received here stating that the Nanking American consulate escaped harm. Nanking Nanking English has attacks two civilians reported killed. Gunboat Tsinan Nanking has been ordered Hankow. Will probably arrive next Wednesday.

Lockhart."

Gen. State, Washington.

Since last telegram Nanking China Inland Mission Station English is reported saved.

Lockhart."

"Gen. State, Washington.

Nanking trouble it is reported caused by disputes between French Jesuits and Chinese officials. It is stated now magistrate attacked himself. Mob occurred yesterday. Six local Chinese killed. Troops ordered Nanking. It is reported American Station English saved. Refugees are going to Nanking. Order is now restored. Will be sure.

Lockhart."

In explanation of which I beg to state that on the morning of the 27th I received a telegram dated the 26th, from Rev. Spencer Lewis, who is Superintendent of the District and who lives at Nanking, but is apparently now visiting the Nanking Station of the American Methodist Episcopal Church, stating that a great mass meeting was to be held that day [illegible]

February 25th) "to consider the stabbing of the Magistrate" and urging adequate protection. As Nanchang is the capital of Kiangsi, located on the river which empties into Poyang Lake and is accessible from the Yangtse by divergence at Kiukiang. I immediately communicated with Captain Fletcher, commanding U. S. S. "Raleigh" which is at Shanghai, and requested him to order the United States Gunboat "Elcano" up to Kiukiang from Nanking, where she was lying. This was done immediately. Later in the day came telegrams to Bishop Bashford, of the Methodist Episcopal Church, and to several other persons in Shanghai, telling of the riot which had occurred and announcing the destruction of all the mission buildings. The early reports were confused and conflicting, but others, which followed closely, put a more favorable light upon the affair, inasmuch as it was stated first that the China Inland Mission (English) was saved and later came the news that the American Mission buildings were reported uninjured. The early telegrams of the 26th gave but little information as to the cause of the riot, the first stating that the stabbing of the Chinese Magistrate by a Catholic missionary had furnished the incentive. A contradiction of this story came some hours later, it being stated that the magistrate had stabbed himself during a dispute with the French Jesuit missionaries over a case involving an arrest, the disagreement having been of long standing.

After two days, during which it has been very difficult to get accurate news, the generally accepted version of the affair is about as follows: The Jesuits at Nanchang have long maintained an acrimonious discussion with a local magistrate, Chang Cha-Tien, over the arrest of some of the converts, and in order to settle the dispute it is stated the priest in charge of the mission one

Father

February 25th) "to consider the stabbing of the Magistrate" and urging adequate protection. As Tuchuang is the capital of Kiangsi, located on the river which empties into Poyang Lake and is accessible from the Yangtze by steamers at Kiukiang, I immediately communicated with Captain Tietcher, commanding U. S. S. "Pampilo" which is at Shanghai, and requested him to order the United States Gunboat "Tulsamo" up to Kiukiang from Nanking, where she was lying. This was done immediately. Later in the day came telegrams to Bishop Bashford, of the Methodist Episcopal Church, and to several other persons in Shanghai, telling of the plot which had occurred and announcing the destruction of all the mission buildings. The early reports were confused and conflicting, but others, which followed closely, put a more favorable light upon the affair, inasmuch as it was stated first that the China Inland Mission (English) was saved and later came the news that the American Mission buildings were reported uninjured. The only telegrams of the 26th gave but little information as to the cause of the plot, the first stating that the stabbing of the Chinese Magistrate by a Catholic missionary had furnished the incentive. A contradiction of this story came some hours later, it being stated that the magistrate had stabbed himself during a dispute with the Roman Consul relative over a case involving an arrest, the disagreement having been of long standing.

After the days, during which it has been very difficult to get accurate news, the generally accepted version of the affair is about as follows: The Jesuits at Tuchang have long maintained an autonomous dominion with a local magistrate, Chang Ta-Jen, over the grand of some of the converts, and in order to settle the dispute it is stated the priest in charge of the mission and

Father Lacruche, whose Chinese name is given as Wang, invited the magistrate to dinner, on February 22nd and during the evening the quarrel was renewed, the Jesuits having demanded a large indemnity, payment of which was refused. It is alleged on the one hand from sources which are supposed to be unfriendly to the Jesuits, that Father Lacruche, or some other one of the party, stabbed the magistrate in the throat. The version given by the French is that the magistrate, in accordance with a custom more or less in vogue with the Chinese, attempted to commit suicide and wounded himself very severely. The Chinese authorities have still another story, it being that the magistrate first attempted suicide and after wounding himself desisted on account of the pain but that he was stabbed again by some person unknown, the instrument used being a pair of scissors. Those who gave currency to the first version assert that the Jesuits locked themselves in their mission awaiting results, and that when the mob, which began its work on Sunday shortly before noon, reached the station which is within the city walls, they (the Jesuits) set fire to their own property. From French sources there is ridicule for this, and it is stated that the mission was attacked and burned only after the priests had vainly endeavored to save the property and their lives, being aided by a guard furnished by the Governor of the province.

Whatever may have been the truth, it is known that the injury to the magistrate greatly inflamed and excited the people and that meetings were held on the 23rd and 24th, and after the great meeting which was held early on Sunday, February 25th, the mob broke all bounds and started to retaliate against the Jesuits. The detail of the assault, of the destruction accomplished and of the

massacre

massacre of the priests is not known, nor is it clear as yet how Mr. Kingham, his wife, and young daughter (the last named having died from her wounds), all of whom were attached to the Plymouth Independent Mission (English) met their death. It only appears certain that besides these six of the Jesuits were killed and their mission entirely destroyed by fire.

The Americans attached to the Methodist Mission numbered fourteen, they being distributed in the school and hospital and dispensary, which were without the city gates. These with other foreigners being furnished with a guard by the Governor, escaped from the mob, and being put upon the Governor's launch, were sent away as quickly as possible toward Kiukiang, sixty five miles distant. At the time of their leaving it was supposed that their property was destroyed as well as that of the other missions, and hence the early telegrams which were sent out. Information has now reached here that all of the foreigners, to the number of about forty, have reached Kiukiang in safety. It is stated also that the gates of Nanchang were closed on Monday and that no one was allowed to enter or to leave, it being asserted, however, that absolute quiet reigned within the city.

It must be stated that the general opinion among the foreigners here is that the story of Father Lacruche having stabbed the magistrate is not to be believed, and this view is further strengthened by the fact that the magistrate, who still lives, is reported to have made some kind of a statement which indicates that he himself inflicted his wounds.

The French Cruiser "Descartes" and a gunboat which has been at Shanghai for some time has started up for Kiukiang as have also the English gunboats "Clio" and

"Teal"

massacre of the priests is not known, nor is it clear as yet how Mr. Kingdon, his wife, and young daughter (the last named having died from her wounds), all of whom were attached to the Plymouth Independent Mission (English) met their death. It only appears certain that besides these six of the Jesuits were killed and their mission entirely destroyed by fire.

The Americans attached to the Catholic Mission numbered fourteen, they being distributed in the school and hospital and dispensary, which were without the city gates. These with other foreigners being furnished with a guard by the Governor, escaped from the mob, and being put upon the Governor's launch, were sent away as quickly as possible toward Kiukiang, sixty five miles distant. At the time of their leaving it was supposed that their property was destroyed as well as that of the other missions, and hence the early telegrams which were sent out. Information has now reached here that all of the foreigners, to the number of about forty, have reached Kiukiang in safety. It is stated also that the gates of Nanking were closed on Monday and that no one was allowed to enter or to leave, it being asserted, however, that absolute quiet reigned within the city.

It must be stated that the general opinion among the foreigners here is that the story of Taotai Yaounde having stabbed the magistrate is not to be believed, and this view is further strengthened by the fact that the magistrate, who still lives, is reported to have made some kind of a statement which implicates that he himself inflicted his wounds.

The French Cruiser "Descartes" and a gunboat which has been at Shanghai for some time has started up for Nanking as have also the English gunboats "Algerine" and "Woodlark"

"Teal" and another American gunboat the "Quiros". The "Elcano" should reach Kiukiang today.

Today there is no further report of difficulty from Nanchang or any other place in the Yangtse Valley, and everything appears to be quiet and normal. The Chinese officials here assert most vigorously that the Nanchang incident was entirely local and that it has no general significance. Foreigners, however, do not quite take this view, saying that the matter only illustrates the extreme irritability of the Chinese upon all matters concerning foreigners and that it shows what may happen at any time. Many of the missionaries say that this Nanchang episode is to be likened to that at Lienchow, which they assert was largely due to indiscretion on the part of the foreigners.

In explanation of my reporting this incident Nanchang being nearer Hankow than Shanghai, I beg to state that, acting upon the telegram mentioned from Rev. Mr. Lewis, I attempted to get into communication with the Consulate at Hankow but was notified that the telegraph lines were not working and that nothing was coming out of Hankow. Furthermore I was afraid the information would not be given at Nanking. Accordingly it seemed proper to me to advise the Department direct, thinking that Mr. Martin at Hankow might not have been able to do so on account of the suspension of the telegraphic service. I will explain the matter to Mr. Martin by letter and I am sure he will understand the necessity as it appeared to me.

As soon as an official version of the matter is issued from the French Consulate General here, and from Chinese official sources, I will forward the same to the Department. It is the understanding that all the facts in the matter will be announced as the French are greatly

annoyed

"Yuai" and another American gunboat the "Palos". The "Elcano" already reach Tientsin today.

Today there is no further report of difficulty from Tsaoyang or any other place in the Yangtze Valley, and everything appears to be quiet and normal. The Chinese officials here assert most vigorously that the Tsaoyang incident was entirely local and that it has no general significance. Foreigners, however, do not quite take this view, saying that the matter only illustrates the extreme irritability of the Chinese upon all matters concerning foreigners and that it shows what may happen at any time. Many of the missionaries say that this Tsaoyang episode is to be ilkened to that at Tsaochow, which they assert was largely due to indiscretion on the part of the foreigners.

In explanation of my reporting this incident being nearer Hankow than Shanghai, I beg to state that, acting upon the telegram mentioned from Mr. Davis, I attempted to get into communication with the Consulate at Yochow but was notified that the telegraph lines were not working and that nothing was coming out of Hankow. Furthermore I was afraid the information would not be given at Changsha. Accordingly it seemed proper to me to advise the Department direct, thinking that Mr. Martin at Yochow might not have been able to do so on account of the suspension of the telegraphic service. I will explain the matter to Mr. Martin by letter and I am sure he will understand the necessity as it appeared to me.

As soon as an official version of the matter is issued from the Tsaoyang Consulate General here, and from Chinese official sources, I will forward the same to the Department. It is the understanding that all the facts in the matter will be announced as the Yangtze are greatly

Respd

annoyed by the publications which have been made. The incident has been widely discussed in this section of the Yangtse Valley but so far as is known it has created no special excitement among the Chinese.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

[illegible]ssed by the publications which have been made. The
incident has been widely discussed in both sections of the
Yangtze Valley but so far as is known it has created no
special excitement among the Chinese.

I have the honour to be,

Sir,

Your obedient servant,

[illegible]

H.W.

BUREAU OF APPOINTMENTS
MAR 1 1906
DEPARTMENT OF STATE.

TELEGRAM RECEIVED IN CIPHER.

Secretary of State.
MAR 1 1906

From Shanghai

Secretary of State.
MAR 1 1906

Received March 1, 1906.

9:27 A. M.

CHIEF CLERK
MAR 1
DEPARTMENT OF STATE.

Con. Sec. Dept. Sec. Sec. Sec

Dept.Fin.--6.

I have the honour to be,

Sir,

Your obedient servant,

J.W.

EIVED IN CIPHER.

Shanghai

Received March 1, 1906.

9:27 A. M.

Secretary of State.
MAR 1 1906

CHIEF CLERK
MAR
1
DEPARTMENT
OF STATE.

Washington.

American militia Shanghai unable to get necessary equipment Manila. Can you obtain the authority.

RODGERS.

S. H. Q.

Rec'd Allegheny Co. Md. 1/06
Forwarded Md. 1/06.

BUREAU OF APPOINTMENTS
MAR 1 1906
DEPARTMENT OF STATE.

TELEGRAM RECEIVED IN CIPHER.

CONSULAR BUREAU.
MAR
1
1908
DEPARTMENT OF STATE

From Shanghai

Secretary of State.
MAR 1 1906

Received March 1, 1906.

9:24 A. M.

Auth wire March 3/06 Corr mail 3/7/06

ecretary of State,

Washington.

Gracey Foochow ill; would recommend leave of absence.

RODGERS.

INDEX BUREAU
MAR 8 1906
FILED

. H. Q.

Consular Bureau.

H/A

MEMORANDUM.

March 3, 1906.

Mr. Bacon:

I dislike very much to give Mr. Gracey leave of absence at the present time, but he has applied for it once or twice recently on account of illness and in fact had intended to leave his post about the time that we instructed his Vice Consul, Wilbur T. Gracey, to go down to Hongkong.

In as much as Fuchau is a port and not so very far distant from Amoy and there is a British consul ~~there~~ at Fuchau, I suggest the appended telegram. I am inclined to think that Mr. Gracey, who has been in China for a number of years and is pretty familiar with the situation, would not urge leaving

there at the present time if the condition of his health did not make it absolutely necessary.

W.P.G.

BUREAU OF APPOINTMENTS
MAR 1 1906
DEPARTMENT OF STATE.

CONSULAR BUREAU.
MAR
3
1906
DEPARTMENT OF STATE.

Record Copy sent to
Secretary

ASSISTANT SECRETARY,
MAR 2 1906

Shanghai

Received March 1, 1906.

9:24 A. M.

Secretary of State,

Washington.

Gracey Foochow ill; would recommend leave of absence.

RODGERS.

S. H. Q.

DEPARTMENT OF STATE

CRATES

NOT A FILM

HEAD OF APPOINTMENTS
MAR 1 1906
DEPARTMENT OF STATE.

TELEGRAM RECEIVED IN CIPHER

Secretary of State.
MAR 1 1906

From Shanghai

Received March 1, 1906.

9:30 A. M.

Confd Mch 3/06

CHIEF CLERK
MAR
1
DEPARTMENT
OF STATE.

Secretary of State,

Washington.

Definitely known American property Nanchang safe; refugees Kiukiang.

RODGERS.

INDEX BUREAU
MAR 5 1906
FILED

S. H. Q.

INDEX BUREAU
APR
6
1906
DEPARTMENT of STATE

INDEX BUREAU
RECD.
APR 2 '06
DEPT. OF STATE

3rd ASST. SECRETARY.
APR 6 1906

No. 119

Consulate-General of the United States,

SHANGHAI, CHINA, March 2nd, 1906.

Mr. James L. Rodgers,

To the Department of State.

CHIEF CLERK
APR
6
1906
DEPARTMENT
OF STATE.

Copied to Secretary
of the Treasury
Apr. 9- 1906.

RECEIVED
APR
9
1906
BUREAU OF ACCOUNTS DEP. OF STATE.

Subject:

Chinese Indemnity payment

Abstract of Contents.

Reporting payment of the February installment of the Chinese indemnity.

INDEX BUREAU
APR 11 1906
FILED

SHANGHAI, CHINA, March 2nd

No. 119.

Consulate-General of the United States,

SHANGHAI, CHINA, March 2nd , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that a letter of today's date from the Taot'ai of Shanghai, informs me that there has been transmitted through the International Banking Corporation to the United States Treasury the sum of $85,200, being $80,800. principal and $4,400 interest, and representing the February installment of the Chinese Indemnity under the Protocol Agreement.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Y.W.

TELEGRAM RECEIVED IN CIPHER.

BUREAU OF APPOINTMENTS
MAR 5 1906
DEPARTMENT OF STATE.

From Shanghai

Received March 5, 1906.

9:16 A. M.

Secretary of State,

Washington.

Barchet just arrived. Shall I send Arnold to relieve Gracey temporarily?

RODGERS.

FILED
MAY 29 1906
DEPARTMENT BUREAU

S. H. Q.

S. H. Q.

The Assistant Secretary.

March 6 , 190

Mr. Carr:

CHIEF CLERK
MAR 7
1906
DEPARTMENT OF STATE.

Has this been sent?

R. B.

Consular Bureau.

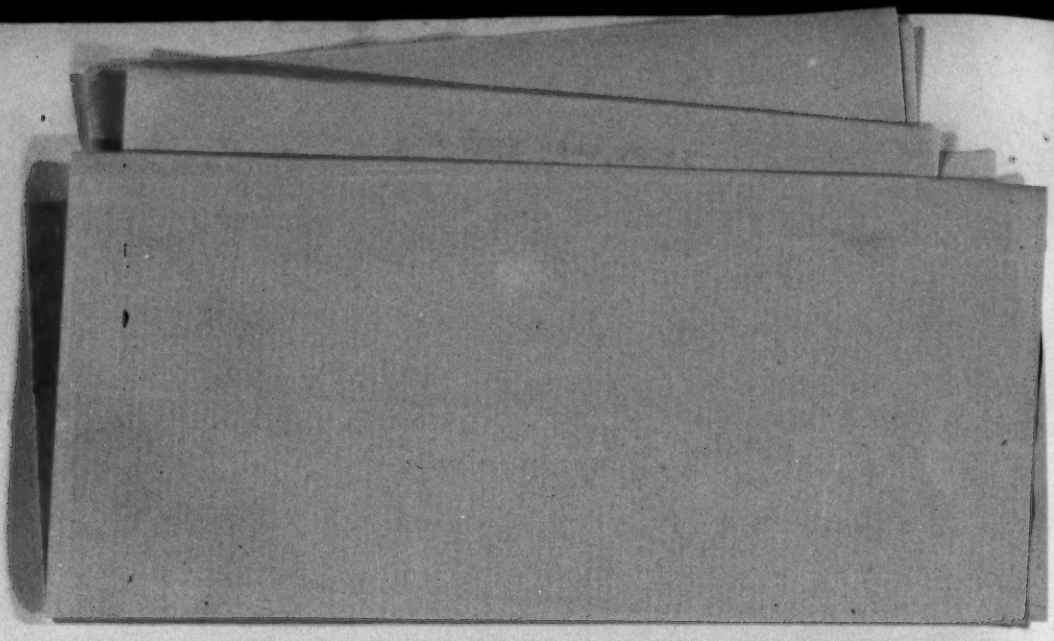
ASSISTANT SECRETARY,
MEMORANDUM.
MAR 5 1906

March 5, 1906.

Mr. Peirce: Carr

Mr. Gracey at Fuchau is ill and has telegraphed us for leave of absence. We have replied that as the new Vice Consul has not yet reached Fuchau Mr. Gracey should remain if practicable until his arrival, but it is not possible to do so, he may turn the archives over to the British Consul and leave. I think it would be well to send Mr. Arnold to Fuchau as Mr. Rodgers suggests, provided we can afford to do so. Mr. Morrison says we can do so.

W.W.



Consular Bureau.

MEMORANDUM.

March 5, 1906.

Mr. Morrison:

Have we money enough to send Mr. Arnold, Student Interpreter, down to Fuchau for a few weeks to relieve Mr. Gracey?

W. J. C.

I assume that this is an emergency and say yes. T. H.

Record Copy sent to
the_____ Secretary.

BUREAU OF APPOINTMENTS
MAR 5 1906
DEPARTMENT OF STATE.

Shanghai

Received March 5, 1906.

9:16 A. M.

Secretary of State,

Washington.

Barchet just arrived. Shall I send Arnold to relieve Grassy temporarily?

RODGERS.

SI M. Q.

CONSULAR BUREAU
APR
11
1906
DEPARTMENT of STATE

3rd ASST. SECRETARY.
APR 6 1906

No. 121

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th , 1906.

Mr. James L. Rodgers,

To the Department of State.

CHIEF CLERK
APR
6
1906
DEPARTMENT
OF STATE.

Ack Apr 12/06

Subject:

Nanchang Massacre

Abstract of Contents.

Communicating latest news and enclosing newspaper extract and copy of Nanchang proclamation.

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APR 14 1906
FILED

No. 121

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state as supplemental to my previous dispatch upon the Nanchang massacre that absolute quiet has followed the incident of a week ago. The French Cruiser "Descartes" has stopped at Nanking owing to the stage of water, but the gunboat "Olry" is under orders to go through Poyang Lake to Nanchang if possible. The British gunboats the "Teal" and Clio" are also to endeavor to reach Nanchang, but it is not believed that they will succeed. The American gunboats the "Elcano" and "Quiros" are now at Kiukiang. The Viceroy Chou Fu at Nanking has been ordered to take all necessary measures to restore peace, and the Governor of Kiangsi is urging that the gunboats refrain from entering Poyang Lake, saying their presence will greatly alarm the people. The French, however, express a grim determination to exact full reparation for the massacre and the English are equally in earnest.

A private message to me from Nanchang states that the Chinese are leaving the city by thousands fearing the shelling from the gunboats.

For the information of the Department I enclose duplicate copies of the letter of explanation furnished the North China Daily News by Rev. Mr. Lewis, from whom

I

I obtained the first information of the trouble. It will be seen that the account does not vary much from the version which has been given in my earlier dispatch.

I also enclose a copy of the proclamation which inspired the meeting held on February 25th and out of which the riot came.

The French have as yet not issued their official version, but it will probably come in a few days.

The news of this Nanchang massacre does not appear to have created much excitement among the Chinese, they contenting themselves with the statement that if the Magistrate was stabbed the men who did it should be punished. However it is believed that the Chinese themselves hardly credit the story that the French priests were guilty of the assault upon the Magistrate.

I have the honor to be,

Sir,

Your obedient servant,

Jas. S. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: as stated.

THE NANCHANG MURDERS.

FROM A CORRESPONDENT.

Nanking, 1st March.

Having been present in Nanchang at the time of the riot of the 25th of February, I will venture to give you an account of the same. I arrived at Nanchang on the evening of Thursday, 22nd February, at about the hour when occurred the unfortunate affair between the French priests and the Nanchang magistrate. While there are different stories, the reports agree that the magistrate was invited to a feast by the priests for the purpose of talking over unsettled questions arising from a former riot or riots. The outcome was that the magistrate received two wounds in his neck. The people say that the wounds were produced by a priest, the priests say they were self-inflicted. When the provincial judge, with other officials, arrived upon the scene, he proceeded to take down the evidence of the wounded man, who, being unable to speak, wrote that he had been assailed by a French priest whose Chinese name is Wang. This, I may say, is the only version of the affair which came to our ears through Christian or non-Christian sources during the nearly three days which elapsed before the breaking out of the riot. That the people believed this, and that this belief led to the riot, there can be no question.

The priests, on the other hand, claim that the magistrate retired to a room alone and committed suicide, or attempted it. One rather incredible story is that the suicide was premeditated, that the magistrate had an understanding with his attendants that when he had committed the deed and called out, they were to batter down the doors and rush in. One is inclined to doubt that there was either premeditated suicide or assault. The fact seems to be that the matters of difference were such as had produced much friction. If to this was added much wine drinking there might ensue an excitement leading to the unfortunate result.

Of course there was much excitement throughout the city, and no little apprehension on our part that a riot might take place. This was especially the case when on Saturday evening there was handed to us a printed notice of a mass meeting to be held the next morning at ten o'clock to consider the deceitful stabbing of the Nanchang magistrate by the French priest. To this meeting were invited all classes, from officials down. The purpose was to consider measures to prevent China from being treated with contempt by other countries, to get back the powers of their Government, etc. It was to be a deliberative assembly, and there was to be no resort to violence. The notice was signed by the whole body of students.

We wired to the American Consul-General at Shanghai of the meeting, urging adequate protection, and wrote to the foreign office in Nanchang, protesting that if such a meeting was held it might result in a riot, which, once begun, could not be easily stopped. We also sent two men to the meeting to report to us the proceedings. From them we learned that a student attempted to address the crowd, stating the object of the meeting, and that there was to be no resort to violence. This was not what the crowd had come together for, and this was answered with cries of, "Ta, Ta," "Beat, Beat," quite drowning the voice of the speaker, and making it impossible for him to be heard. From this on the confusion increased, ending with smashing of the chairs and tables, and a rush for the Roman Catholic place. As was feared, the mass meeting proved the rendezvous and starting place for the mob, and the officials had sent no soldiers to the meeting to prevent this.

When the mob reached the Catholic place, the soldiers who were on guard fired a volley of blank cartridges, at which the mob made a rush, and there was no further pretence of defence. The place was set on fire, and the priests, attempting to escape, were seized, killed, and their bodies thrown into a pond, with the exception of one whose escape seems little less than marvellous. He was the only one of the seven foreign priests and teachers there who escaped, and he had received several wounds about the head and was half covered with mud and water when some soldiers succeeded in rescuing him.

There was another Roman Catholic place outside the city, whose destruction speedily followed, but no lives were lost there. A priest lay there sick of typhoid fever, and another priest, who lived outside the city, took him and carried him away to the house of a convert. He has since died after reaching Kiukiang, his death either caused or hastened by what he passed through. There were also five French nuns at this place.

There were three Protestant missions in town, the Brethren, the China Island, and the Methodist Episcopan. The missionaries of the Brethren mission were Miss Warr, living by herself, and Mr. and Mrs. Kingham and two children, living only two or three minutes' walk from the Catholic place. The most of the Methodist Episcopal missionaries lived a long distance away from the Catholics and the mob did not reach them. We hear that the Kinghams were urged to leave two or three times before they attempted to to so. They were beaten to death, stripped, and the body of Mrs. Kingham thrown into a pond. Mr. Kingham lived for a few hours afterwards, and the older child till the next day. The younger child was saved by a soldier, who caught her, and covering her with his clothing took her to the hou

of the amah. The soldiers came to Miss Warr, and surrounding her, took her to their camp. The crowd were throwing stones into the China Inland place, but word being sent, the soldiers came on the run, and the two families were also taken to the camp.

The Methodist Episcopal missionaries were so far away that they were able to save quite a little food and clothing after they heard of the riot. Some officials came and took them first to a mint near by. From there they were put on to a boat, and just before dawn to a steam launch which the Governor had chartered to take away the fugitives. The other fugitives were brought on board the launch at different times in the night, and next morning at eight o'clock a start was made for Kiukiang, which was reached at 10.30 on Tuesday morning. Mr. Quirmbach, of the M. E. mission, remained with a Chinese official at the mint, and is giving information of later events by telegrams and letters.

No further rioting occurred after Sunday. In all there were killed of foreigners six Catholic priests or teachers, and Mr. and Mrs. Kingham and one child. All the Catholic property was destroyed and the property where the Kinghams lived. All other property of missionaries remains intact.

Mr. Werner, the British Consul at Kiukiang, received a telegram yesterday morning from the Governor that the magistrate was still alive. The consul was to start to-day for Nanchang in a gunboat.

SPENCER LEWIS.

THE NANCHANG MURDERS.

FROM A CORRESPONDENT.

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Having been present in Nanchang at the time of the riot of the 25th of February, I will venture to give you an account of the same. I arrived at Nanchang on the evening of Thursday, 22nd February, at about the hour when occurred the unfortunate affair between the French priests and the Nanchang magistrate. While there are different stories, the reports agree that the magistrate was invited to a feast by the priests for the purpose of talking over unsettled questions arising from a former riot or riots. The outcome was that the magistrate received two wounds in his neck. The people say that the wounds were produced by a priest, the priests say they were self-inflicted. When the provincial judge, with other officials, arrived upon the scene, he proceeded to take down the evidence of the wounded man, who, being unable to speak, wrote that he had been assailed by a French priest whose Chinese name is Wang. This, I may say, is the only version of the affair which came to our ears through Christian or non-Christian sources during the nearly three days which elapsed before the breaking out of the riot. That the people believed this, and that this belief led to the riot, there can be no question.

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Mr. Werner, the British Consul at Kiukiang, received a telegram yesterday morning from the Governor that the magistrate was still alive. The consul was to start to-day for Nanchang in a gunboat.

SPENCER LEWIS.

Proclamation.

The French Catholic missionaries of our city have allowed the Magistrate of Nanchang Mr. Kiang, to their home to kill him. Their insults and despicable deeds upon our countrymen have reached the highest degree. Consequently all of our brothers and sisters are deeply grieved. Hence we have decided to call an extra meeting at ten o'clock A. M. on the third day of the second month in the Chou Kung Tsz at Pah Hwa Chou. That we may devise a civil plan against such actions, let all officials, merchants, neighbors, farmers and scholars be present, so that we may redeem our lost prestige. Let no one act unseemly that we may avoid precipitating our country into great trouble. We make this know, hence let all who see this notice inform others.

Dom'st.

INDEX BUREAU RECD APR 2 '06 DEPARTMENT OF STATE

CONSULAR BUREAU APR 6 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY. APR 6 1906

No. 122.

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th , 1906.

CHIEF CLERK APR 6 1906 DEPARTMENT OF STATE.

Mr. James L. Rodgers,

To the Department of State.

Subject:

To Hien Aug 29 Apr 11/06

William A. Dawson.

Abstract of Contents.

Acknowledging and replying Dept's No. 29 re Wm. A. Dawson.

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No. 122

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's No. 29 of January 29th 1906 in relation to the inquiry of Miss Gertrude C. Angell of Cleveland, Ohio, as to her brother William A. Dawson, and in reply to state that Mr. Dawson left here some months ago for America. He had been employed at the Astor House, and when last seen here was well. His present address is unknown.

I have the honor to be,

Sir,

Your obedient servant,

John L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

L

CONSULAR BUREAU
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1906
DEPARTMENT of STATE

3rd ASST. SECRETARY.
APR 6 1906

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No. 123

Consulate-General of the United States,

SHANGHAI, CHINA, March 1st, 1906.

Mr. James L. Rodgers,

To the Department of State.

CHIEF CLERK
APR
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1906
DEPARTMENT
OF STATE.

Subject:

New Shanghai Taot'ai.

Abstract of Contents.

Reporting accession to office of H. E. Jiu Ching, Taot'ai of Shanghai, and appointment of H. E. Yuan, retiring Taot'ai as Acting Governor of Kiangsu.

re the appointment

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No. 123.

Consulate-General of the United States,

SHANGHAI, CHINA, March 1st , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that H. E. Jiu Ching, Taot'ai of Shanghai, received the seals of office on February 26th 1906 and that he has promptly taken up the business. The general impression as to the new Taot'ai is favorable inasmuch as he appears friendly and well disposed toward foreigners and asserts most vigorously his intention of endeavoring to live on the best of terms with all. He has been especially earnest in his expressions of friendship toward myself and others of the American Consulate, and assures me that he will always be ready to try to oblige me. I am inclined to believe that he is a more tractable man than his predecessor but I doubt whether he will make as great a success of his office from a Chinese point of view.

The retiring Taot'ai Yuan, who has been distinguished chiefly for his stubbornness and obstructiveness to foreign affairs but who nevertheless has always been very kind and considerate to me personally, and perhaps officially, after having announced that he had been appointed Acting Governor of Peking now states that he will take the post of Acting Governor of this province with headquarters at Soochow. It is believed that he

was

was named as Acting Governor of Peking, which was an undue promotion, simply to qualify him in rank to accept the post of Governor of Kiangsu. His retention of authority in this prefecture will be very distasteful to the English with whom he has always been at odds, and will be interpreted as meaning that he will be kept in Soochow to advise generally upon Shanghai affairs. Yuan during his incumbency as Taot'ai of Shanghai has amassed a large fortune and has acquired a great influence over the lesser officials. Consequently it is to be expected that he must be reckoned with in anything which will be of interest to foreigners in this section of the Yangtse Valley.

I have the honor to be,

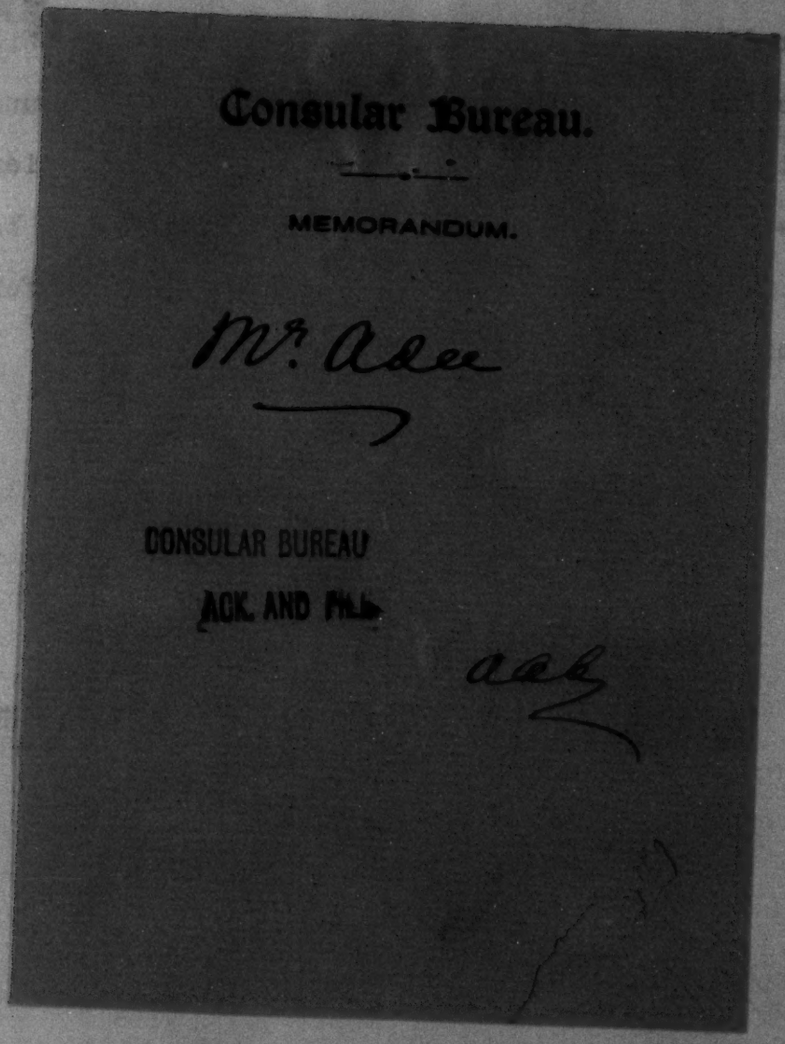
Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.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No. #

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th , 1906.

CHIEF CLERK
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6
1906
DEPARTMENT
OF STATE.

Mr. James L. Rodgers,

To the Department of State.

Subject: Ans. 1 by forms Apr 7/06

Law reports

Abstract of Contents.

Transmitting 3 law reports.

trans reports of various consular courts

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No. 1

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith three law reports in duplicate, as follows:

U. S. v. John Burns.

E. H. Lamme v. International Banking Corp.

A. G. Mink v. J. W. Winklebach.

I have the honor to be,

Sir,

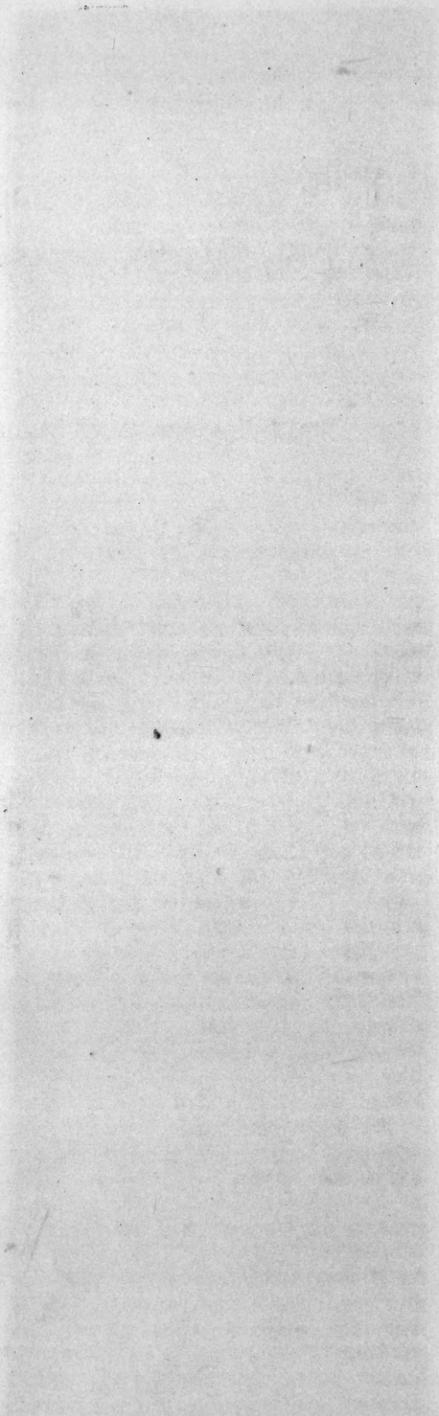
Your obedient servant,

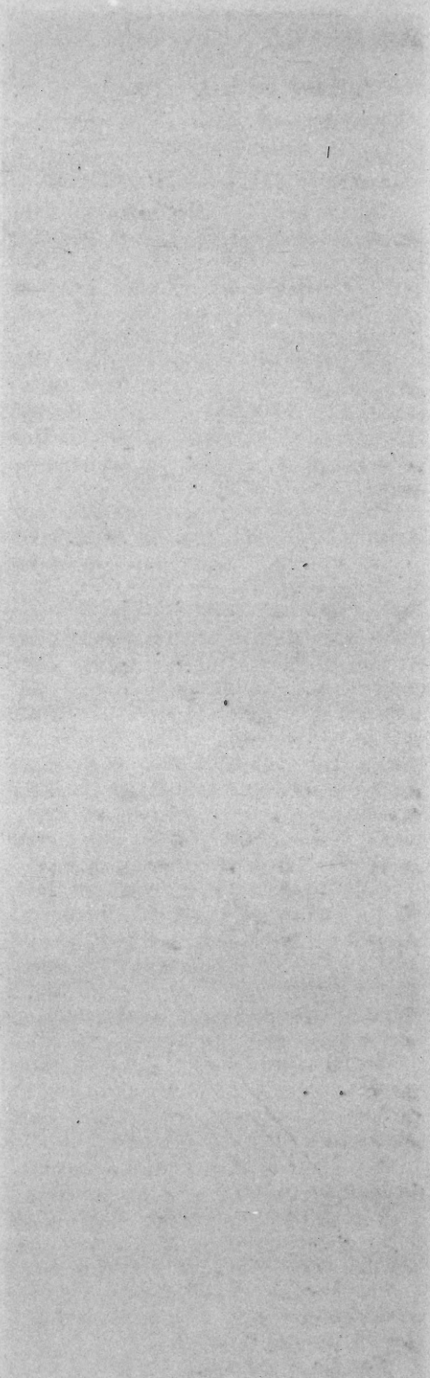
Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: 3 law reports in duplicate.





AMERICAN CONSULAR COURT.

Shanghai, 10th January.

Before the Hon. JAMES L. RODGERS, Consul-General.

A SERIOUS CHARGE—ALLEGED ARSON.

John Burns, an able seaman, was brought up on a charge of maliciously setting fire with intent to destroy the sailing barque Amaranth at 10 a.m. on the 6th inst. while the said ship was anchored at the Woosung Roads.

His Honour remarked that the offence was a very serious one under the United States law and he would like to know what was accused's desire as to being represented by an Attorney.

Prisoner replied that he did not think it necessary that he should be represented by Counsel and besides he hadn't enough money.

His Honour—Well it seems to me that you should be represented by Attorney, but I will take that matter into consideration and I will adjourn this hearing until 10 o'clock to-morrow morning for the purpose of having someone here to sit with me as Assessors as the law provides; in other words assessors are necessary here under the United States law; they serve practically as jurors in this case.

The Captain of the Amaranth (Mr. E. C. Bowes), who prefers the charge, answering the Court, said that he did not intend to employ Counsel to conduct his case. He didn't think it was necessary as he had his witnesses to state the facts.

His Honour—Well, I can do nothing more except to adjourn this case till to-morrow morning until I can have Assessors.

The Captain said he would consider the matter of employing an Attorney.

The prisoner said he had very little money but he thought now that he would like to have an Attorney.

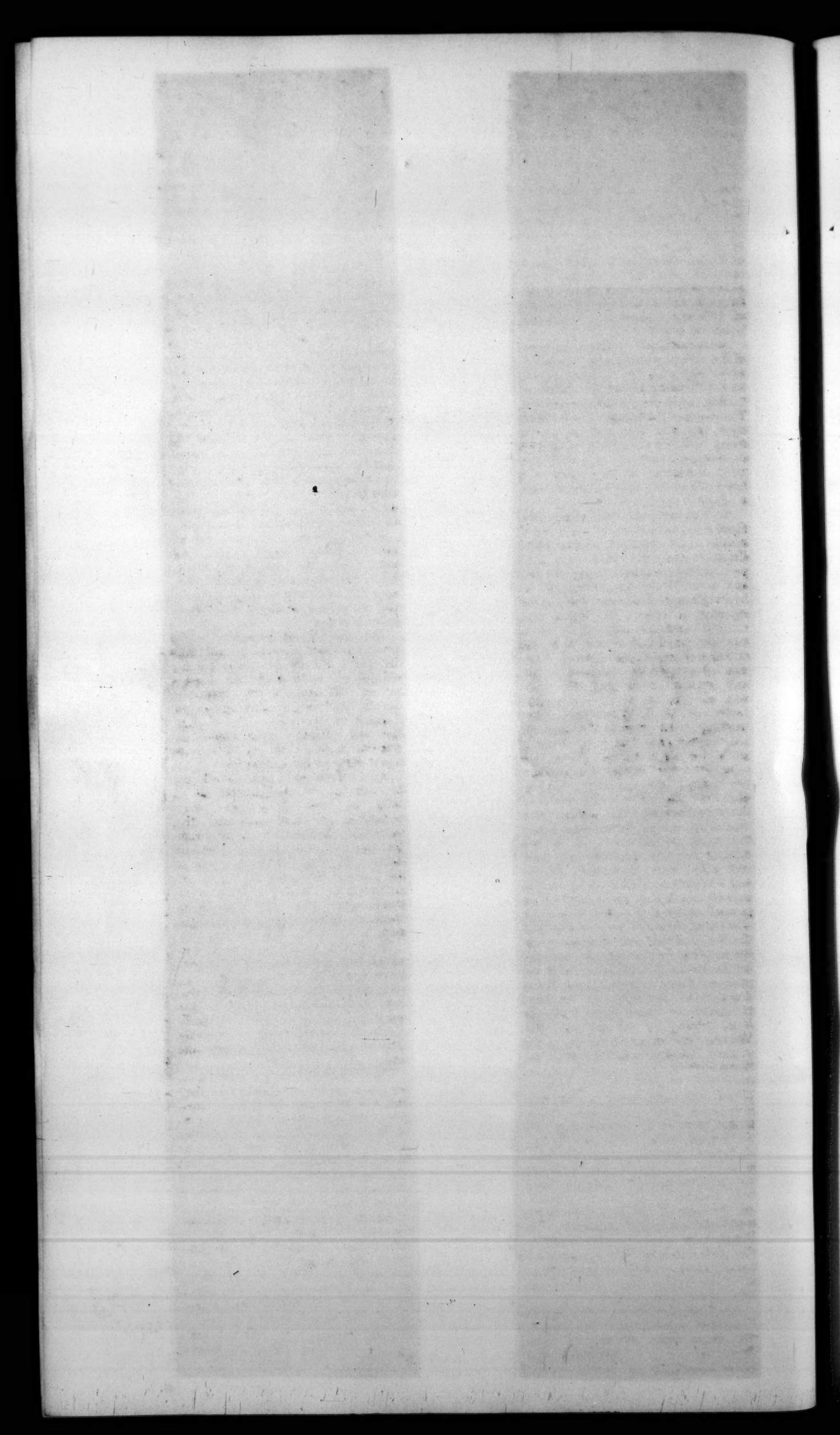
His Honour—I will give that matter consideration and adjourn this hearing till 10 a.m. to-morrow.

The Court then rose.

John Burns, an able seaman, was brought up on remand on a charge of maliciously setting fire with intent to destroy the sailing barque Amaranth at 10 a.m. on the 6th inst. while the said ship was anchored at the Woosung Roads.

Mr. F. M. Brooks appeared for the prisoner who pleaded not guilty.

Captain E. C. Bowes, of the Amaranth, said he was part owner of his ship which had carried cargo (lumber) from Port Townsend Wash. to Shanghai. They arrived at Woosung on Friday morning last and anchored just below the entrance to the Whangpoo and remained there until Sunday morning when they came up to Shanghai and anchored by the Old Dock. Witness came up to Shanghai from Woosung on Friday and on returning to the boat on a launch they whistled several times but got no answer. Before leaving the boat witness had put one seaman on watch and after having dinner he went on deck and found that the watchman had been drinking and could scarcely stand up. The two mates were aft, asleep, there being no-one on deck except two drunken watchmen. Witness sent Flynne, one of the drunken men on watch, aft, whereupon the whole crew came on deck and wanted to know why this man was being sent below. They created a disturbance and there was a scuffle between witness and Flynne after which they all went below and the carpenter stood watch. The next morning two of the men claimed that they were too sick to work through the previous night's drinking. The prisoner also claimed to be sick but he was sober and witness left him in his bunk and went ashore. On returning to his ship at night witness learnt that there had been two fires in the ship's forecastle. Witness examined the port forecastle and found it all scarred, burnt and blackened and there was every appearance that the fire had been considerable. There had also been a slight fire in the starboard forecastle; witness did not know how they originated. The prisoner was locked up and put in irons



where he was kept until arrested. The distress signal was hoisted and recognised by the British cruiser Andromeda who communicated by wireless telegraphy with the U.S.S Baltimore, and a launch was despatched to the Amaranth. In the fight that occurred the previous day between witness and Patrick Flynne the rest of the crew stood around to see a fair fight (laughter.) Burns was shipped at Port Townsend and they had had no trouble with him on the voyage. Before leaving the boat on Friday witness gave orders that no sampans were to be allowed to go alongside the boat while he was away; he knew the custom on the China coast of sampans smuggling intoxicating liquor on board.

Cross-examined—Witness knew one of the men on board named Peterson, whose wages he had reduced on the way out because he had misrepresented himself on shipping as an able seaman. The wages of Cashmaker, another of the crew, had also been reduced and he, along with Peterson, had since gone on shore and had not returned. They were displeased at their pay being lowered and they left the boat to make a report to the Consul.

A. Anderson, the first mate of the Amaranth, deposed that he was left in charge of the vessel on Friday in the Captain's absence. About four sampans came alongside during the day and some liquor was smuggled on board unknown to witness. The Captain reported to witness on Friday night that the watchman supposed to be on duty was drunk and witness took hold of him and packed him forward. The man challenged the Captain to fight and witness did not think that there was any question as to who got the better of it (laughter). The next morning Burns, Flynne and Peterson all pleaded sick from the effects of drink the night before. Burns was sober when the Captain went on board on Friday. On Saturday morning, after the Captain had left the boat Burns commenced to run around. Witness went into his room, after seeing the work started, and in a few minutes the cook reported that there was a fire in the forecastle. Flynne and Peterson were both asleep in the port forecastle and the second officer jumped down and pulled them out. They then obtained some water and the fire was put out. Witness could not say how the fire started; the first fire started in the bunk underneath the prisoner Burns. They found Burns drunk in the forecastle and he tried to divert the other men's attention from helping to put out the fire. Witness used the signals for the police to come aboard and he could see Burns looking round if he really hoisted the signal. A steam launch from the U.S.S. Baltimore came to the boat in response to the signal and witness locked Burns up in the evening, with the second mate. The fire in the starboard forecastle could have been caused by a cigarette but the fire in the port forecastle could not have been started by a lighted cigarette. At the time of the second fire Burns was in the starboard forecastle. The lamps were ready to be trimmed in the port forecastle and witness could smell coal-oil but there were no traces of coal-oil on the burnt clothing and other things.

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A German subject named Hans corroborated, and the ship's cook spoke as to Burns having given the alarm for the fire in the starboard forecastle. Accused said that some one had probably left a lighted cigarette there.

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Cross-examined.—Witness did not hear Burns give the fire alarm. He did not know of the fire in the starboard forecastle. The accused threw some clothing overboard and on witness telling him of it he called him a l—.

This was all the evidence for the prosecution and accused himself took the stand and denied absolutely the allegation that he made any attempt to set the boat on fire. He had not the slightest grievance against the Captain or anyone on board ship. He was rather intoxicated the previous night; some 14 bottles of liquor were on the forecastle.

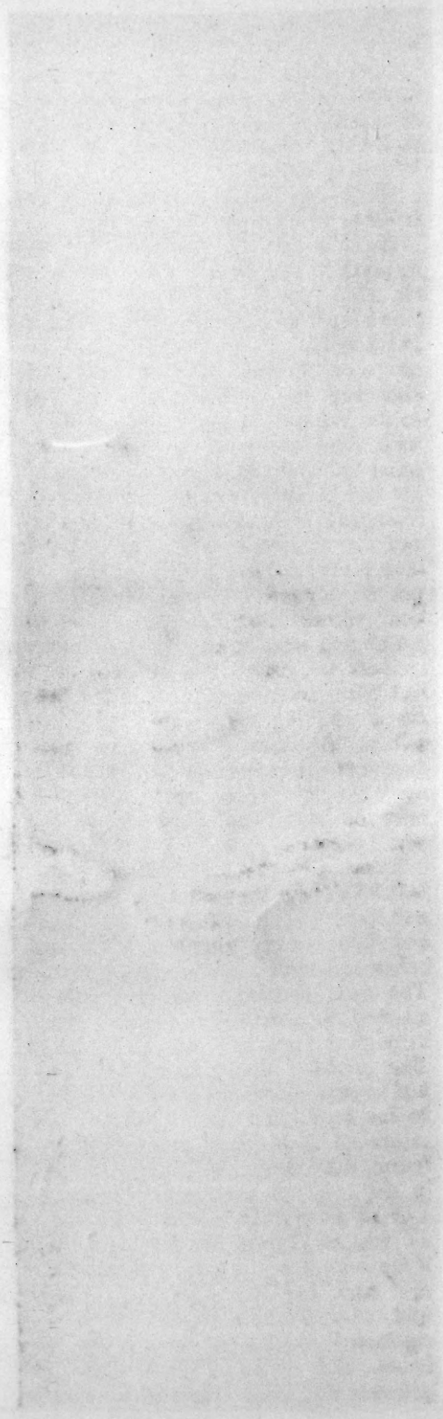
By the Court—Accused denied that he was utterly irresponsible as to what he was doing. He could remember all that happened that morning. He admitted having thrown Jacobson's oil skins overboard because his own oil skins had been given to the Chinese the previous night in exchange for liquor. There were about eight quart bottles of liquor drunk on board that night by eight men.

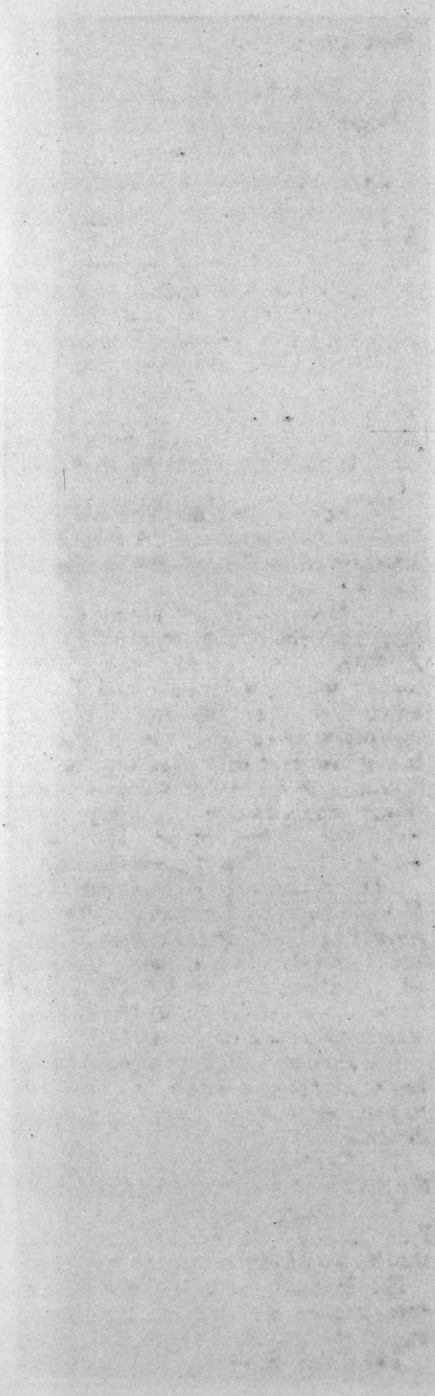
Mr. Brooks, in a long speech, submitted that there was no more evidence against Burns than against any other man on the ship and further that they could not possibly convict the accused of having wilfully and maliciously set fire to the ship and the only alternative was for them to dismiss the case.

The Bench retired and after consideration his Honour said that they had considered the case fully and had given both sides every opportunity to make their case as clear as possible and the conclusion that they had come to was that the charge was not proven and the accused would therefore be discharged and the Captain must take him on board the ship again.

Addressing the Captain as Consul-General, his Honour said that he wanted this case reported to the shipping commissioner at Port Townsend and he wanted an eye kept on Burns of the way he went on; in other words he wanted him to regard this case as a lesson, that he had been very near to getting himself into very serious trouble.

The Court then rose, after sitting till 1.20.





AMERICAN CONSULAR COURT.

Shanghai, 10th January.

Before the Hon. JAMES L. RODGERS, Consul-General.

A SERIOUS CHARGE—ALLEGED ARSON.

John Burns, an able seaman, was brought up on a charge of maliciously setting fire with intent to destroy the sailing barque Amaranth at 10 a.m. on the 6th inst. while the said ship was anchored at the Woosung Roads.

His Honour remarked that the offence was a very serious one under the United States law and he would like to know what was accused's desire as to being represented by an Attorney.

Prisoner replied that he did not think it necessary that he should be represented by Counsel and besides he hadn't enough money.

His Honour—Well it seems to me that you should be represented by Attorney, but I will take that matter into consideration and I will adjourn this hearing until 10 o'clock to-morrow morning for the purpose of having someone here to sit with me as Assessors as the law provides; in other words assessors are necessary here under the United States law; they serve practically as jurors in this case.

The Captain of the Amaranth (Mr. E. C. Bowes), who prefers the charge, answering the Court, said that he did not intend to employ Counsel to conduct his case. He didn't think it was necessary as he had his witnesses to state the facts.

His Honour—Well, I can do nothing more except to adjourn this case till to-morrow morning until I can have Assessors.

The Captain said he would consider the matter of employing an Attorney.

The prisoner said he had very little money but he thought now that he would like to have an Attorney.

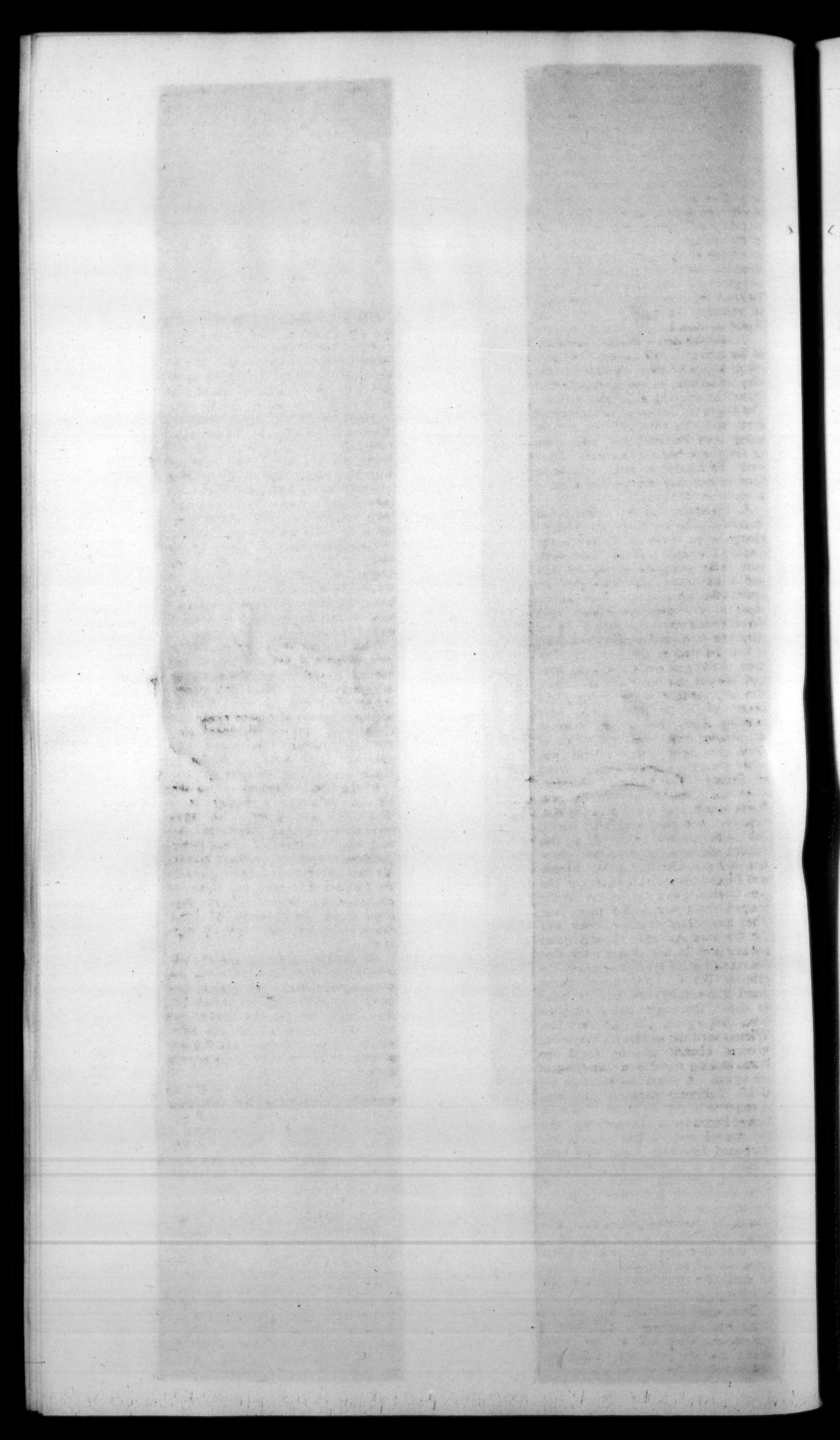
His Honour—I will give that matter consideration and adjourn this hearing till 10 a.m. to-morrow.

The Court then rose.

John Burns, an able seaman, was brought up on remand on a charge of maliciously setting fire with intent to destroy the sailing barque Amaranth at 10 a.m. on the 6th inst. while the said ship was anchored at the Woosung Roads.

Mr. F. M. Brooks appeared for the prisoner who pleaded not guilty.

Captain E. C. Bowes, of the Amaranth, said he was part owner of his ship which had carried cargo (lumber) from Port Townsend Wash. to Shanghai. They arrived at Woosung on Friday morning last and anchored just below the entrance to the Whangpoo and remained there until Sunday morning when they came up to Shanghai and anchored by the Old Dock. Witness came up to Shanghai from Woosung on Friday and on returning to the boat on a launch they whistled several times but got no answer. Before leaving the boat witness had put one seaman on watch and after having dinner he went on deck and found that the watchman had been drinking and could scarcely stand up. The two mates were aft, asleep, there being no-one on deck except two drunken watchmen. Witness sent Flynne, one of the drunken men on watch, aft, whereupon the whole crew came on deck and wanted to know why this man was being sent below. They created a disturbance and there was a scuffle between witness and Flynne after which they all went below and the carpenter stood watch. The next morning two of the men claimed that they were too sick to work through the previous night's drinking. The prisoner also claimed to be sick but he was sober and witness left him in his bunk and went ashore. On returning to his ship at night witness learnt that there had been two fires in the ship's forecastle. Witness examined the port forecastle and found it all scarred, burnt and blackened and there was every appearance that the fire had been considerable. There had also been a slight fire in the starboard forecastle; witness did not know how they originated. The prisoner was locked up and put in irons



where he was kept until arrested. The distress signal was hoisted and recognised by the British cruiser Andromeda who communicated by wireless telegraphy with the U.S.S Baltimore, and a launch was despatched to the Amaranth. In the fight that occurred the previous day between witness and Patrick Flynne the rest of the crew stood around to see a fair fight (laughter.) Burns was shipped at Port Townsend and they had had no trouble with him on the voyage. Before leaving the boat on Friday witness gave orders that no sampans were to be allowed to go alongside the boat while he was away; he knew the custom on the China coast of sampans smuggling intoxicating liquor on board.

Cross-examined—Witness knew one of the men on board named Peterson, whose wages he had reduced on the way out because he had misrepresented himself on shipping as an able seaman. The wages of Cashmaker, another of the crew, had also been reduced and he, along with Peterson, had since gone on shore and had not returned. They were displeased at their pay being lowered and they left the boat to make a report to the Consul.

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By the Court—Accused denied that he was utterly irresponsible as to what he was doing. He could remember all that happened that morning. He admitted having thrown Jacobson's oil skins overboard because his own oil skins had been given to the Chinese the previous night in exchange for liquor. There were about eight quart bottles of liquor drunk on board that night by eight men.

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Addressing the Captain as Consul-General, his Honour said that he wanted this case reported to the shipping commissioner at Port Townsend and he wanted an eye kept on Burns of the way he went on; in other words he wanted him to regard this case as a lesson, that he had been very near to getting himself into very serious trouble.

The Court then rose, after sitting till 1.20.

AMERICAN CONSULAR COURT.

Shanghai, 5th February.

Before the Hon. JAMES L. RODGERS, Consul-General, sitting as Judge.

EDWIN H. LAMME V. THE INTERNATIONAL BANKING CORPORATION AND THE AMERICAN COMMERCIAL COMPANY.

Mr. E. H. Lamme appeared for the plaintiff and Mr. T. R. Jernigan and Mr. S. Fessenden for the defendant company.

The pleadings in this case are as follows:—

PETITION

The petition of the plaintiff respectfully showeth:

1st—That the plaintiff is a citizen of the United States residing at Shanghai, China.

2nd—That the defendants are American Corporations organized and existing under the laws of the United States and doing business at Shanghai, China, and within the jurisdiction of this Court.

3rd—That on or about the 26th day of November 1904 the defendant, the American Commercial Company, deposited with its co-defendant, the International Banking Corporation, the sum of two thousand Mexican dollars and received therefore a deposit receipt payable to the said defendant, the American Commercial Company, one year after the date thereof with interest at the rate of five per cent per annum, a copy of which deposit receipt is filed herewith, and marked Ex. A.

4th.—That the said defendant, the American Commercial Company, being indebted to the plaintiff, the said deposit receipt was duly and legally indorsed, assigned, transferred, set over, and delivered unto the plaintiff for a good and valuable consideration.

5th—That due demand was made upon the said defendant, the International Banking Corporation, for payment, in all things in accordance with the terms of said deposit-receipt, upon maturity of the same at Hongkong, and payment thereof was refused upon the ground that there was not sufficient evidence of authority for the assignment and transfer of said deposit receipt to the plaintiff.

6th—That there is now due and owing to the plaintiff on the said deposit receipt, the sum of two thousand one hundred Mexican dollars together with interest thereon from the 26th day of November, 1905.

Therefore plaintiff prays judgment against the said defendants and each of them, in the sum of $2,100 (Mex.) together with interest thereon from the 26th day of November 1905, and for his costs and all further and other relief.

(signed) Ed. H. Lamme.

Exhibit "A."

Notice of withdrawal given 26th Novbr. 1904 Due 26th Novbr 1905.

International Banking Corporation.

Deposit Receipt.

Not transferable.

$2,000 Locally Hongkong 26th November 1904.

(Stamp.)

Received from Messrs. the American Commercial Company, Dollars Two thousand locally as a deposit repayable here, bearing interest at the rate of five per cent per annum, to remain until twelve months notice on either side expires.

No. 3/134. For the International Banking Corporation.

CHAS. R. SCOTT,
Manager.

L. F. FESSNER,
Accountant.

N.B.—The within sum cannot be drawn, unless this receipt is returned, signed by the depositor; nor can the amount be drawn against in separate sums by cheque or draft.

The interest will cease at the expiration of notice of withdrawal. Indorsed. The American Commercial Co.

By EDWARD EDWARDS,
Per Manager.

ANSWER.

The International Banking Corporation, one of the defendants above named, for answer to the plaintiffs petition in their action showeth:

1.—That the allegation in article 1, is not denied.

2.—That the allegation in article 2, is not admitted in the manner and form alleged therein.

3.—That this defendant has no record of the facts alleged in Article 3, and denies the allegations in said article in so far as they are meant to fix this defendant with liability to the plaintiff, which liability is denied.

4.—That the defendant has no knowledge of the relations between the plaintiff and the American Commercial Company aforesaid, and denies that the transfer of the deposit receipt therein referred to was legal, and that such alleged transfer gave the plaintiff no title thereto or claim against this defendant, as alleged in article 4.

5.—That the allegations in article 5 are denied. and the defendant answers that due demand was never made as alleged, and payment was refused in consequence.

6.—The defendant denies all the allegations in article 6 of the petition.

Therefore the International Banking Corporation prays that this action against it be dismissed with proper costs.

(Signed) Jernigan and Fessenden.

Attorneys for the International Banking Corporation.

Mr. Lamme said the first thing he would offer was the certificate of deposit and secondly he would put in a duly certified copy of the judgment rendered by the American Court against the American Commercial company for $2150. Counsel then proceeded to read certain letters that had transpired between the parties. The certificate was sent to Hongkong and the Hongkong-Shanghai Bank reported that the receipt had been returned owing to the International Bank having refused payment.

Upon the request of Mr. Lamme Mr. Fessenden took the stand in the box and was closely examined as to the making of an affidavit. Witness did not have any information with reference to the records of the Bank when he made his statements except a copy of a document inserted in the petition. He had no personal knowledge beyond what was alleged in the petition as to whether the International Bank had any right to refuse the payment of the money. Witness made the affidavit upon information received and to the best of his knowledge. Mr. Scott did not tell witness that these records had been presented to him at Hongkong.

Mr. Lamme—Well in the face of the letter which I have already read to the Court from Mr. Scott to General Bragg saying that he had knowledge of these records, would you have made this affidavit?

Mr. Jernigan said he thought Mr. Lamme ought to ask this question of Mr. Scott. If he meant to impeach the veracity of the witness by asking him such questions they would be prepared to meet him on that issue.

His Honour—I think Mr. Lamme has no intention to impeach the veracity of the witness.

Mr. Lamme repeated that his question was only asked to get the witness to say whether he had any knowledge of these records when he made the affidavit.

His Honour said that as a matter of fact the answer in the present case was filed in Court without having been sworn to.

The witness admitted that this was so but said it was an oversight and was not done intentionally.

His Honour—I imagine that Mr. Fessenden is willing to admit he has no personal knowledge of these records. He has simply executed the document as attorney. I admitted that the whole answer was irregular.

In further answering Mr. Lamme witness said he did not have any information from the bank; he only heard from his client.

Mr. Jernigan submitted that Mr. Lamme was simply consuming the time of the Court in asking all these questions. They were going to call Mr. Scott of the International Bank and Mr. Lamme would have an opportunity of examining him with regard to the records.

Mr. Lamme did not continue his examination of the witness further.

This was all Mr. Lamme's evidence and Mr. Fessenden then called,

Chas. R. Scott, who, sworn, said he was manager of the International Banking Corporation. He was manager of the branch at Hongkong when the certificate in question was issued, it being marked "not tranferable."

Mr. Fessenden asked the witness what was the Bank's intention in marking the document "not transferable."

Mr. Lamme objected to such questioning. This matter was not in issue at all. The question was whether or not this money was payable to Counsel's client. They could not raise any question about that now as his Honour had already given judgment that the bank was liable to repay that money to the American Commercial Company.

Mr. Fessenden claimed the right to examine the manager of the bank who issued the receipt and knew all about it.

His Honour said if he held with Mr. Fessenden's contention it would practically amount to a refusal of himself. He went fully into the question and he satisfied himself upon the law and the facts of the case and he simply could not allow his judgment to be attacked.

Answering Mr. Fessenden witness related the relations of his bank with the American Commercial Company. Mr. Edwards went to the bank one day along with a Chinaman who, he said, was to be their compradore and who was to bonded for him until the company would exist in $5,000—$2,000 in cash and $3,000 in a personal bond. As regards the $2,000 he asked that this be accepted as a fixed deposit so witness gave him a special rate of interest, viz, 5 per cent. He said he had no legal document in connection with the compradore's agreement and witness told him he ought to have something to show in what name the deposit was to be made. He said that the compradore was quite willing to have the money put in the name of the company and this the compradore verified. Witness had taken the opinion of Counsel (Mr. Pollock) on the matter who told him that he would not be justified in accepting anybody in Hongkong calling themselves managing director. On it being understood that the money could be withdrawn upon Counsel being satisfied as to be papers, they gave a fixed deposit for one year. It was given in the ordinary form, being marked "not transferable" and the document was issued by them as to be under English law. The words "not transferable" meant that they had nothing to do with a third party, they had only to deal with the person who deposited the money and it was payable only to that person.

Mr. Fessenden remarked that up to now the defendant bank had never had an opportunity to state their side of the case.

Mr. Scott, proceeding, said that they afterwards received a garnashee order through the Court on this deposit which was issued through a firm of lawyers. Mr. Edwards went to witness as soon as the deposit was withdrawn and witness said he would give up the money on his production of satisfoctory papers. He produced papers and they were advised by their Counsel that they were not sufficient to pay the money and that was how the matter stood at the present moment.

His Honour—In what respect were they deficient?—We required certain documents from the head office of the company. The company was said to have been registered in some state in America and we had no authority from the directors of the company to accept anybody's signature or authority to act for the company in any way. Nothing was produced to us sufficiently satisfactory to meet the Hongkong law. Witness further said that in the event of Mr. Edwards having been called away or removed quickly the bank would have had to hold the money for a proper constituted authority, it would have to remain in the bank until it was properly claimed.

His Honour—Supposing it had never been claimed?—Then it would have remained as unclaimed balances.

Cross-examination by Mr. Lamme.—Did you tell Genl. Bragg that you would not obey the decision of this Court?—I told him we would be very pleased to pay it if our Counsel allowed us to pay it. I sent it to our Counsel and he gave it as his ruling that under the Hongkong law I could not pay the money. Supposing I were to pay this money and the proper authorities were to come and say "what do you mean by parting with that money?" and we should have to pay the money a second time.

Did General Bragg tell you he had an assignment that was a complete protection in this Court?—Yes he told me that, but Mr. Pollock, K. C., informed me that that was not law.

What is K.C.?—King's Counsel,

And he told you that was not law, and you took his opinion?—Yes.

That would enable you, suppose all the directors were dead, it would enable you to keep that money?—That I could not tell you for certain.

By His Honour:—

The International Banking Corporation is an American Corporation?—Yes.

I don't imagine that you intend to claim by reason of the fact that your branch is located in Hongkong that you are not subject to American law?—We are only subject to British law in Hongkong, the same as in Japan we are under the Japanese law and not under Americn law.

How about a suit of an American, supposing here in Shanghai. Supposing the man Edwards had

deposited money there, do you contend that he cannot be sued here in Shanghai for that money?—Yes sir.

In other words that the man would have to go to Hongkong and under English law?—Yes.

How is it in the case of Odlum that you sued him in the American Court here?—We sued him in Canton. We were under American law in Canton like we are here in Shanghai.

I don't think that Mr. Scott has made it quite clear that under the jurisdiction of that branch the International bank should not petition as well in one place as another?

Witness—That was a case where—

Mr. Fessenden—May I submit that Mr. Scott's Counsel will answer that question.

His Honour—I simply wanted to get Mr. Scott's view as to what bearing it had in the past. (To witness) Why, Mr. Scott, is it necessary from your view that a document as to American papers should be verified by the British Consul?—That was the opinion of our Counsel in the Hongkong.

Do you mean to say that to establish the authenticity to an American officer you have to have a certificate by the British Consul?—I cannot tell you. That was the reply given by our Counsel.

That would imply that the International Bank at Hongkong was subject to British jurisdiction?—I tell you what I think will prove to you that our Counsel in Hongkong had to obtain power of attorney issued by our head office in favour to himself to act in Hongkong and had to be sent and verified by the British Consul in New York.

Who demanded that?—Our attorneys in New York. Attached to that power of attorney there was a verification from the British Consul.

Are not these simply some arbitrary rules?—No.

Is not it simply a question of arbitrary requirement?—I cannot answer that but I think it was purely and simply law.

I want to know whether there was a special regulation in Hongkong?—I don't think so.

Mr. Fessenden, in addressing his Honour said:—

The International Banking Corporation does not wish to appear in this action as needlessly resisting the demand made by the plaintiff in his petition. The bank is quite indifferent as to whom the money in question is paid, provided a due demand is made for it by the proper party in accordance with the law which governs business at the place where the deposit was made and in compliance with the terms of the certificate of deposit.

The International Banking Corporation, an American corporation, having branch offices at Shanghai and Hongkong and elsewhere is a defendant in an action brought by this plaintiff as assignee of a deposit receipt representing a sum of money deposited with the Hongkong branch of the Intl. Bkn. Corpn. by the alleged American Commercial Co. The transactions which gave rise to this action took place in Hongkong, a colony of Great Britain. This court is bound therefore to take judicial notice of the fact that an American corporation engaged in business in Hongkong must conduct its affairs in that colony under the laws of England and the jurisdiction of English courts for unquestionably that is the law by which the branch at Hongkong will ultimately have to be governed or it will have to cease its business in that colony. Great Britain not any more than the United States will permit foreign corporations to carry on business within its territorial limits in disregard of her laws and customs. The branch bank of the Hongkong and Shanghai Bkn. Copn. located in the city of New York cannot ignore the laws of our country in its business operations any more this defendant's branch at Hongkong can ignore British law applicable to the banking business in that Colony. The principle is the only principle compatible with complete sovereignty and sovereign nations are sensitive, and properly so about its inforcement and no nation is more sensitive on the subject than our own.

This court has decided that in the exercise of its sovereign prerogatives and upon the face of pleadings it had

jurisdiction in this case, the defendant branch as well as the other parties being within the territorial limits of its jurisdiction. It therefore becomes necessary to determine what conflict, if any, exists between the laws of the two countries and what principles of law recognized by both will be applied to establish the rights of the parties without infringing upon the sovereign jurisdiction of either country.

It must be borne clearly in mind at the outset that this action does not lie against the Shanghai branch as having a separate and distinct existence at Shanghai, apart from all other branches, but against the company as a corporate whole. A judgment of this Court in favor or against this defendant is not a judgment affecting only the Shanghai branch but affects the company in its entirety. Recognizing the peculiarities of corporate existence which often gives to corporations a residence in different localities and under different jurisdictions, this court is bound to consider not only the rights of this defendant as a local company, but must consider as well the obligations and restrictions imposed upon the company as a whole, by those foreign jurisdictions to which it is subject when those obligations particularly affect the right of the branch located within the jurisdiction of this court.

The courts not only of our own country but those of other countries have many times been called upon to decide questions involving contracts made in foreign jurisdictions which by force of circumstance or otherwise become operative in whole or in part in jurisdiction other than that in which made. We come now to consider what is the law which our own courts will apply when called upon to decide what validity, force, and effect will be given to contract made in a foreign jurisdiction and sought to be enforced under American jurisdiction. Will they decide that the law of the place where the contract is made will be enforced or will they ignore the law of the place where the contract is made and enforce the law of the court whose aid is sought. In other words will the principle known in the law as lex loci contractus govern or that known as lex foris or law of the forum or tribunal?

The American courts by a long line of decisions have removed all doubt upon this question and have unanimously established the doctrine that the law of the place where the contract was made shall determine its validity, force, effect and construction in our courts. This is not only American law but a recognized principle of International law everywhere. We might cite innumerable cases not only from the American decisions but from those of other countries and the text writers both in America and England are fully in accord. Of the many cases upon this point we cite the following:—

76 American Decisions, Page 608-609
77 " " 356
61 " " 170-171 618
55 " " 540
54 " " 700
63 " " 605
70 " " 62

In passing from any further consideration of this doctrine we wish to urge upon the court not only the recognition it has received in American law but its importance in determining the ultimate conclusion to be reached by this court, because if your Honor concurs in our statement of the law, then the English law must be applied to determine the right of the parties under the deposit receipt upon which this action is brought.

We shall now consider the general nature and character of deposit receipts after which we will proceed to show what is the English law upon the subject. According to the highest American authority on the definitions of legal terms, a certificate of deposit is defined by Bouvier in his law dictionary as a written statement from the bank that the party named therein has deposited the amount of money specified in the certificate and that the same is held subject to his order in accordance with the terms thereof. In other words the certificate is a written contract between the bank and the depositor and like other written contracts, the parties to the same, must comply with its terms. This principle is so obvious in the interest of business safety and the certainty necessary in mercantile transactions that it does not admit of discussion.

The courts of all the great commercial nations have repeatedly decided that there are certain legal terms necessary to give notes, certificates and other instruments a negotiable character, and that without the use of such prescribed terms the instrument will not be negotiable. And when an instrument stipulates upon its face that it is not negotiable, and not transferrable, the conditions so expressed have always been upheld by the courts. The terms of the certificate before the court plainly indicate that it is not a negotiable paper. We do not contend your Honor that a person may not transfer or otherwise dispose of the actual property itself provided the transfer is made in due form and in accordance with the rules prescribed by law. We do contend your Honor that there is no law or authority which holds that the transfer or assignment of a non negotiable instrument by mere indorsement and delivery conveys a legal title to the assignee or transferee. The utmost interest which can pass to the transferee or assignee upon the indorsement and delivery of a non negotiable instrument is an equitable interest or title only and as such is subject to be defeated by the rights of third parties. The petition of the plaintiff alleges no more than that he holds this deposit receipt by indorsement and delivery which by law gives him no legal title to the money itself. He does not allege a single other fact which would serve to strengthen or perfect such title as he claims. His contention is absolutely untenable in law and he has no standing as a suitor in this action.

We come now to the question, What is the English law as administered in the Colony of Hongkong which should be applied by this court to determine the effect to be given by this court to this deposit receipt. I have by me Hart's Law of Banking, a high English authority upon the subject which contains the law which will be enforced against all banks doing business within the British Dominions. This work reviews all the English authorities upon the subject and sums up the English law in the words of Justice May in the case of Moore vs. Ulster Bank as follows:—"A deposit receipt is not a negotiable instrument such as a promissory note or bill of exchange capable of being transferred by indorsement. It is merely an acknowledgment by the bank that it holds a certain sum to the use of the depositor. The holder by merely writing his name on the document and delivering it to another confers no legal right on the person to whom he gives it." What statement of law could your Honor be plainer than this. And we would observe here that this is the law of America as well as of England. The author goes on to say that "A bank is not necessarily safe in paying the amount to a stranger although the receipt is indorsed by the depositor. The indorsement does not amount to an authority to receive the money but is only a form of receipt." The authorities in support are set forth in the text and we have been unable your Honor to find a single English or American case in point which holds the contrary.

When the question of jurisdiction in this case was argued before this court it was inferred by counsel for the plaintiff that if this court should decide that the Hongkong Branch of the Intl. Bkn. Corpn. ought to pay this money to plaintiff such a judgment would not be recognized by the courts of Hongkong. This inference seems to have been made with the idea of influencing the court to give judgment against the Shanghai branch rather than to risk having its judgment questioned by the Hongkong Courts. At the same time it was suggested that a judgment against the Shanghai branch would operate as a bar to any further proceedings on the part of claimants to enforce payment in Hongkong or elsewhere. These conclusions are by no means compatible for if the former be correct the latter must be doubted and the defendant in either case in danger of being compelled to twice pay the deposit money.

Your Honor will readily appreciate the embarrassed position the Shanghai branch, the defendant, would be placed in if ordered to pay this certificate and then afterwards a suit should be instituted in the Hongkong courts against the branch bank there and it should be decided that the certificate must be paid in accordance with the law governing the place where the bank that issued it is located.

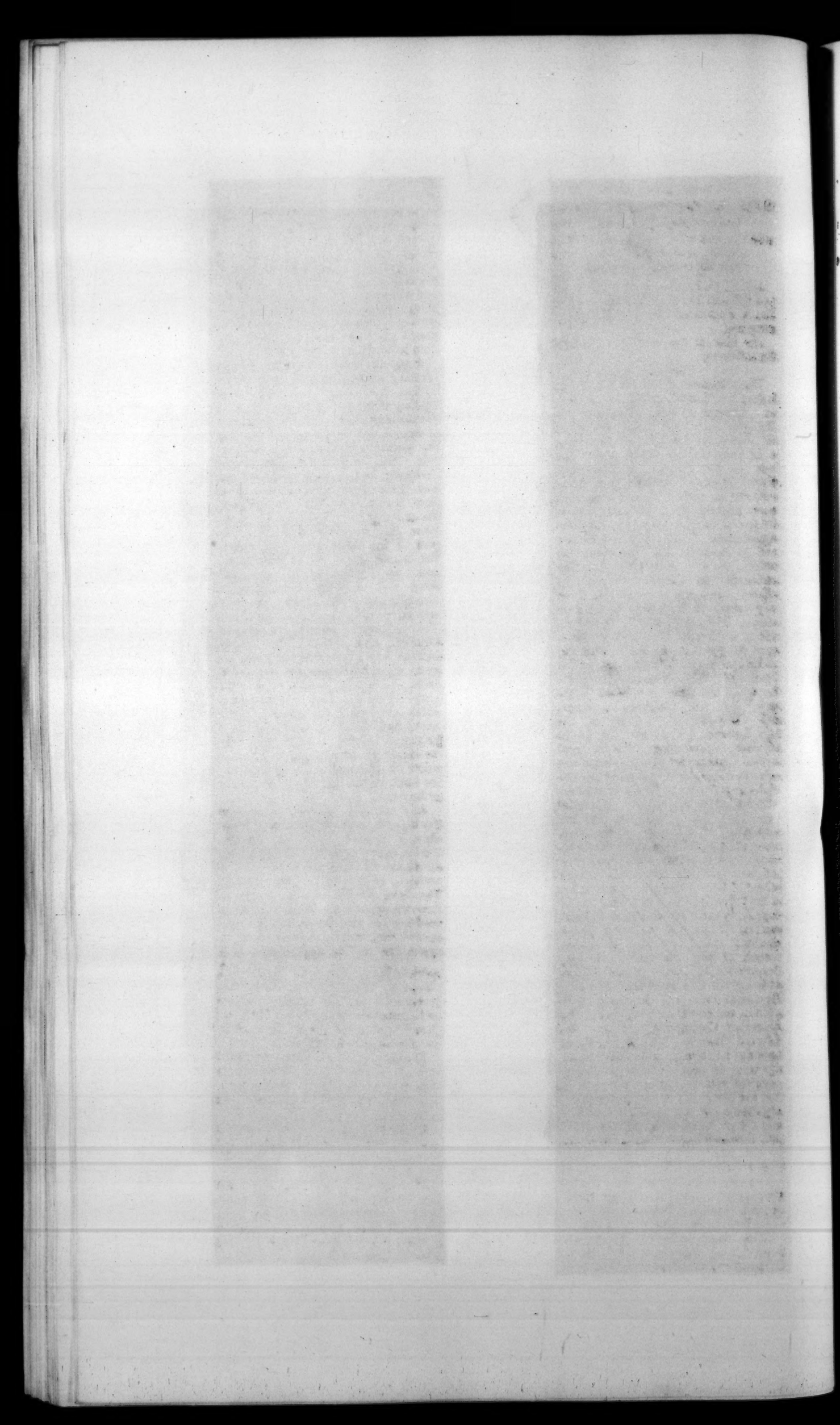
The courts at Hongkong are presided over by able jurists known everywhere for their fair and impartial administration of justice and I have no doubt but that the courts of Hongkong would give the most courteous consideration to any decision of this court but the judges at Hongkong could not be expected to do more than our own Supreme Court has said could be done. We refer to the decision in Hilton vs. Guyot reported in 159 U.S. 113, a case argued before the full bench by such eminent counsel as Elihu Root and James C. Carter for the plaintiffs and William Choate and William D. Shipman for the defendants. The authorities of not only America and England but those of other countries as well were reviewed at great length and the Supreme Court says, "That there is hardly a civilized nation on either continent which by its general laws allows conclusive effect to an executory foreign judgment for the recovery of money." And our Supreme Court firmly lays down the rule that a foreign judgment is not conclusive but may be examined into with a view of impeaching it, and, in the case named, the Supreme Court stated the conclusion of the English decisions, in these words, "The result of the English decisions would seem to be that a foreign judgment in personam may be impeached for manifest and wilfull disregard of the laws of England." Your Honor will see that the American and English courts hold the same doctrine, as to the effect to be given to a foreign judgment, when pleaded in their courts. Such judgments, are courteously received and considered, but are not conclusive, and in the light of this high authority it is no reflection upon this honorable court to say that a judgment of this court against this defendant will not be protection which will discharge the defendant from all further liability in this matter.

In conclusion we have but one more point to present. I the court concurs in our statement of the law that an assignment or transfer of a deposit receipt by mere endorsement and delivery conveys no legal title to the assignee which we have clearly shown to the court is the law of both America and England then this plaintiff has absolutely failed to make out a case not only upon the merits but has improperly pleaded his case both in law and practice. It is well settled law that an assignee who has no legal title cannot sue in an action at law in his own name but must sue in the name of his assignor or at least join his assignor as a party plaintiff. This plaintiff has joined his assignor as a party defendant and thus by his own act raising the issue of title as between himself and his assignor through whom he claims which is not only an apparent but a substantial absurdity.

This defendant therefore asks that in so far as concerns the bank, this action be dismissed with proper costs.

Mr. Lamme replied in a heated speech. He submitted that the evidence was that this money was deposited; that a certicate was given; that it was assigned; that judgment was rendered and his Honour had finally determined and decreed that he (Counsel) was entitled to that money. After quoting an authority Counsel concluded by saying that the bank had no defence at all; they had no claim to the money; the money belonged to the American Commercial Company and he submitted that he ought to have judgment according to the rules of the Court.

His Honour reserved judgment.



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Shanghai, 17th February

Before the Hon. JAMES L. RODGERS, Consul-General, sitting as Judge.

EDWIN H. LAMME V. THE INTERNATIONAL BANKING CORPORATION AND THE AMERICAN COMMERCIAL COMPANY.

Mr. E. H. Lamme appeared for the plaintiff and Mr. T. R. Jernigan and Mr. S. Fessenden for the defendant company.

His Honour this morning delivered the following

JUDGMENT.

The statement of facts in this action is that the plaintiff, Edwin H. Lamme, an attorney-at-law, practicing in Shanghai, rendered legal services to the American Commercial Company, a corporation organized under the laws of the District of Columbia, United States of America, and doing business in various Asiatic cities but more particularly in Canton; that in the spring of the year 1905 litigation against said Company was instituted and its business was suspended by order of the American Consular authorities at Canton; that of its officers, managers and employes there only remained in China, so far as is known, Edward Edwards, Vice-President, a Director and General Manager, as appears of record; that the said Edwards, on July 27, 1905, in the Court of the American Consulate General, Shanghai, confessed judgment for the American Commercial Company in behalf of the said Lamme on a suit for $2150 Mexican, representing a bill for legal service; that before said judgment was entered full evidence was taken to establish the authority of Edwards to so act on behalf of the American Commercial Company; that it appeared that the associates of Edwards in the corporation had left China and their whereabouts were unknown; that following the judgment given in Shanghai, Lamme accepted from Edwards as satisfaction of his judgment a certain certificate of deposit, in favor of the American Commercial Company, in the sum of $2,000 Mexican issued by the Hongkong branch of the International Banking Corporation, the said certificate of deposit being due and payable on and after November 26th 1905; that upon presentation of the certificate endorsed by the American Commercial Company, per Edward Edwards, Manager, and by Lamme as owner under title of assignment in satisfaction of judgment, payment was refused on the ground that the certificate of deposit was not negotiable and that sufficient evidence was not produced to satisfy the bank that Edwards had the authority to act for the American Commercial Company; that thereupon Lamme brought suit against the International Banking Corporation and the American Commercial Company, service on the defendants being obtained in Shanghai.

It has been contended by the defendant, the International Banking Corporation, that there is a lack of jurisdiction inasmuch as the contract represented by the certificate of deposit was made in the city of Hongkong where English law should govern, and that as the certificate of deposit is plainly marked and was thoroughly understood to be non-negotiable it could not be assigned and title to it could not pass, the same being vested in the American Commercial Company, which corporation should apply for it in a manner and form satisfactory to the bank.

It appears to the Court that the only pressing material issue in this question is that involving the propriety and legality of the bank's contention as to the non-negotiability of the certificate of deposit and the refusal to recognise the authority of Edwards to transfer title. Had the American Commercial Company had a good standing, and had there been no consideration of facts involved by the knowledge to the contrary it is perhaps safe to assume that no such opposition on the part of the bank would have arisen. But under all the circumstances and by authority of the law there was certainly justification in assuming such an attitude, even in opposition to the judgment of a Court. This judgment, however, having been obtained upon as full a statement of facts as could be presented under the peculiar conditions existing, was nevertheless not related in the first instance to the question which confronted the offices of the bank, and the order in satisfaction of judgment directly connecting the certificate of deposit might with propriety be attacked on the ground that the bank had no opportunity to appear or be heard.

As a matter of law well sustained by the highest authorities, and as a moral duty, it appears to me that the contention of the non-negotiability of the certificate of deposit and the lack of authority to assign should be sustained. The laws of the United States of America provide a remedy for such a condition as that involved and in my opinion they should be invoked by an application for the appointment of a receiver for the American Commercial Company, since it is manifestly improbable, if not impossible, to secure such corporate authority as could or should be accepted now by the bank in the discharge of its obligation.

The petition is therefore dismissed without prejudice to any action which may be brought under a receivership. Each party will pay its own costs made in this case.

His Honour said that Mr. Lamme was at liberty to apply for the appointment of a receiver for the company.

Mr. Lamme said that such an appointment would be void. He would like to withdraw the certificate from the Court as he intended to commence a new suit in the United States District Court of California.

AMERICAN CONSULAR COURT.

Shanghai, 5th February.

Before the Hon. JAMES L. RODGERS, Consul-General, sitting as Judge.

EDWIN H. LAMME V. THE INTERNATIONAL BANKING CORPORATION AND THE AMERICAN COMMERCIAL COMPANY.

Mr. E. H. Lamme appeared for the plaintiff and Mr. T. R. Jernigan and Mr. S. Fessenden for the defendant company.

The pleadings in this case are as follows:—

PETITION

The petition of the plaintiff respectfully showeth:

1st—That the plaintiff is a citizen of the United States residing at Shanghai, China.

2nd—That the defendants are American Corporations organized and existing under the laws of the United States and doing business at Shanghai, China, and within the jurisdiction of this Court.

3rd—That on or about the 26th day of November 1904 the defendant, the American Commercial Company, deposited with its co-defendant, the International Banking Corporation, the sum of two thousand Mexican dollars and received therefore a deposit receipt payable to the said defendant, the American Commercial Company, one year after the date thereof with interest at the rate of five per cent per annum, a copy of which deposit receipt is filed herewith, and marked Ex. A.

4th.—That the said defendant, the American Commercial Company, being indebted to the plaintiff, the said deposit receipt was duly and legally indorsed, assigned, transferred, set over, and delivered unto the plaintiff for a good and valuable consideration.

5th—That due demand was made upon the said defendant, the International Banking Corporation, for payment, in all things in accordance with the terms of said deposit-receipt, upon maturity of the same at Hongkong, and payment thereof was refused upon the ground that there was not sufficient evidence of authority for the assignment and transfer of said deposit receipt to the plaintiff.

6th—That there is now due and owing to the plaintiff on the said deposit receipt, the sum of two thousand one hundred Mexican dollars together with interest thereon from the 26th day of November, 1905.

Therefore plaintiff prays judgment against the said defendants and each of them, in the sum of $2,100 (Mex.) together with interest thereon from the 26th day of November 1905, and for his costs and all further and other relief.

(signed) Ed. H. Lamme.

Exhibit "A."

Notice of withdrawal given 26th Novbr. 1904 Due 26th Novbr 1905.

International Banking Corporation.

Deposit Receipt.

Not transferable.

$2,000 Locally Hongkong 26th November 1904.

(Stamp.)

Received from Messrs. the American Commercial Company, Dollars Two thousand locally as a deposit repayable here, bearing interest at the rate of five per cent per annum, to remain until twelve months notice on either side expires.

No. 3/134. For the International Banking Corporation.

CHAS. R. SCOTT,
Manager.

L. F. FESSNER,
Accountant.

N.B.—The within sum cannot be drawn, unless this receipt is returned, signed by the depositor; nor can the amount be drawn against in separate sums by cheque or draft.

The interest will cease at the expiration of notice of withdrawal. Indorsed. The American Commercial Co.

By EDWARD EDWARDS,
Per Manager.

ANSWER.

The International Banking Corporation, one of the defendants above named, for answer to the plaintiffs petition in their action showeth:

1.—That the allegation in article 1, is not denied.

2.—That the allegation in article 2, is not admitted in the manner and form alleged therein.

3.—That this defendant has no record of the facts alleged in Article 3, and denies the allegations in said article in so far as they are meant to fix this defendant with liability to the plaintiff, which liability is denied.

4.—That the defendant has no knowledge of the relations between the plaintiff and the American Commercial Company aforesaid, and denies that the transfer of the deposit receipt therein referred to was legal, and that such alleged transfer gave the plaintiff no title thereto or claim against this defendant, as alleged in article 4.

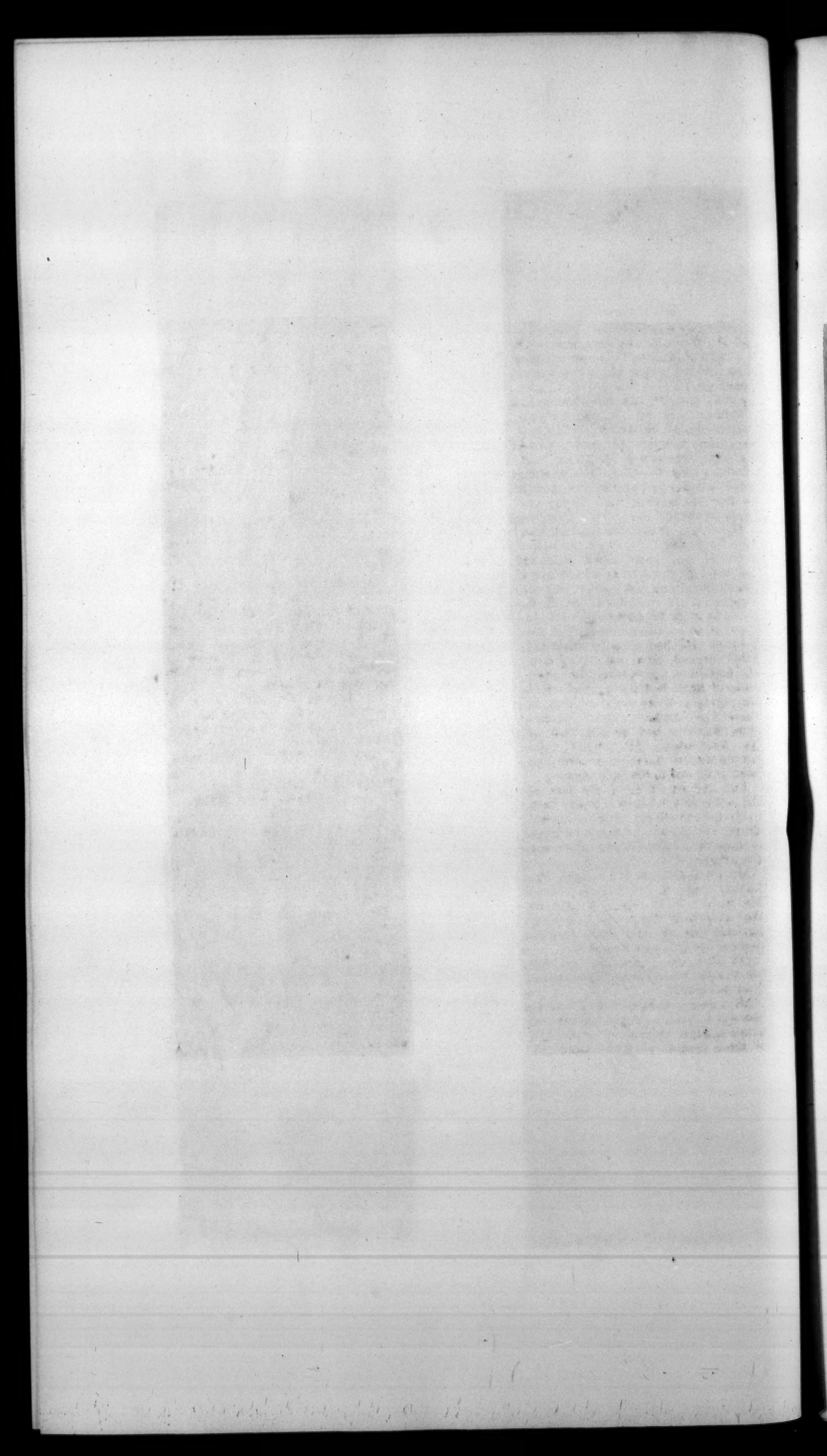
5.—That the allegations in article 5 are denied. and the defendant answers that due demand was never made as alleged, and payment was refused in consequence.

6.—The defendant denies all the allegations in article 6 of the petition.

Therefore the International Banking Corporation prays that this action against it be dismissed with proper costs.

(Signed) Jernigan and Fessenden.

Attorneys for the International Banking Corporation.



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Mr. Lamme said the first thing he would offer was the certificate of deposit and secondly he would put in a duly certified copy of the judgment rendered by the American Court against the American Commercial company for $2150. Counsel then proceeded to read certain letters that had transpired between the parties. The certificate was sent to Hongkong and the Hongkong-Shanghai Bank reported that the receipt had been returned owing to the International Bank having refused payment.

Upon the request of Mr. Lamme Mr. Fessenden took the stand in the box and was closely examined as to the making of an affidavit. Witness did not have any information with reference to the records of the Bank when he made his statements except a copy of a document inserted in the petition. He had no personal knowledge beyond what was alleged in the petition as to whether the International Bank had any right to refuse the payment of the money. Witness made the affidavit upon information received and to the best of his knowledge. Mr. Scott did not tell witness that these records had been presented to him at Hongkong.

Mr. Lamme—Well in the face of the letter which I have already read to the Court from Mr. Scott to General Bragg saying that he had knowledge of these records, would you have made this affidavit?

Mr. Jernigan said he thought Mr. Lamme ought to ask this question of Mr. Scott. If he meant to impeach the veracity of the witness by asking him such questions they would be prepared to meet him on that issue.

His Honour—I think Mr. Lamme has no intention to impeach the veracity of the witness.

Mr. Lamme repeated that his question was only asked to get the witness to say whether he had any knowledge of these records when he made the affidavit.

His Honour said that as a matter of fact the answer in the present case was filed in Court without having been sworn to.

The witness admitted that this was so but said it was an oversight and was not done intentionally.

His Honour—I imagine that Mr. Fessenden is willing to admit he has no personal knowledge of these records. He has simply executed the document as attorney. I admitted that the whole answer was irregular.

In further answering Mr. Lamme witness said he did not have any information from the bank; he only heard from his client.

Mr. Jernigan submitted that Mr. Lamme was simply consuming the time of the Court in asking all these questions. They were going to call Mr. Scott of the International Bank and Mr. Lamme would have an opportunity of examining him with regard to the records.

Mr. Lamme did not continue his examination of the witness further.

This was all Mr. Lamme's evidence and Mr. Fessenden then called,

Chas. R. Scott, who, sworn, said he was manager of the International Banking Corporation. He was manager of the branch at Hongkong when the certificate in question was issued, it being marked "not tranferable."

Mr. Fessenden asked the witness what was the Bank's intention in marking the document "not transferable."

Mr. Lamme objected to such questioning. This matter was not in issue at all. The question was whether or not this money was payable to Counsel's client. They could not raise any question about that now as his Honour had already given judgment that the bank was liable to repay that money to the American Commercial Company.

Mr. Fessenden claimed the right to examine the manager of the bank who issued the receipt and knew all about it.

His Honour said if he held with Mr. Fessenden's contention it would practically amount to a refusal of himself. He went fully into the question and he satisfied himself upon the law and the facts of the case and he simply could not allow his judgment to be attacked.

Answering Mr. Fessenden witness related the relations of his bank with the American Commercial Company. Mr. Edwards went to the bank one day along with a Chinaman who, he said, was to be their compradore and who was to bonded for him until the company would exist in $5,000—$2,000 in cash and $3,000 in a personal bond. As regards the $2,000 he asked that this be accepted as a fixed deposit so witness gave him a special rate of interest, viz, 5 per cent. He said he had no legal document in connection with the compradore's agreement and witness told him he ought to have something to show in what name the deposit was to be made. He said that the compradore was quite willing to have the money put in the name of the company and this the compradore verified. Witness had taken the opinion of Counsel (Mr. Pollock) on the matter who told him that he would not be justified in accepting anybody in Hongkong calling themselves managing director. On it being understood that the money could be withdrawn upon Counsel being satisfied as to be papers, they gave a fixed deposit for one year. It was given in the ordinary form, being marked "not transferable" and the document was issued by them as to be under English law. The words "not transferable" meant that they had nothing to do with a third party, they had only to deal with the person who deposited the money and it was payable only to that person.

Mr. Fessenden remarked that up to now the defendant bank had never had an opportunity to state their side of the case.

Mr. Scott, proceeding, said that they afterwards received a garnashee order through the Court on this deposit which was issued through a firm of lawyers. Mr. Edwards went to witness as soon as the deposit was withdrawn and witness said he would give up the money on his production of satisfactory papers. He produced papers and they were advised by their Counsel that they were not sufficient to pay the money and that was how the matter stood at the present moment.

His Honour—In what respect were they deficient?—We required certain documents from the head office of the company. The company was said to have been registered in some state in America and we had no authority from the directors of the company to accept anybody's signature or authority to act for the company in any way. Nothing was produced to us sufficiently satisfactory to meet the Hongkong law. Witness further said that in the event of Mr. Edwards having been called away or removed quickly the bank would have had to hold the money for a proper constituted authority, it would have to remain in the bank until it was properly claimed.

His Honour—Supposing it had never been claimed?—Then it would have remained as unclaimed balances.

Cross-examination by Mr. Lamme.—

Did you tell Genl. Bragg that you would not obey the decision of this Court?—I told him we would be very pleased to pay it if our Counsel allowed us to pay it. I sent it to our Counsel and he gave it as his ruling that under the Hongkong law I could not pay the money. Supposing I were to pay this money and the proper authorities were to come and say "what do you mean by parting with that money?" and we should have to pay the money a second time.

Did General Bragg tell you he had an assignment that was a complete protection in this Court?—Yes he told me that, but Mr. Pollock, K. C., informed me that that was not law.

What is K.C.?—King's Counsel,

And he told you that was not law, and you took his opinion?—Yes.

That would enable you, suppose all the directors were dead, it would enable you to keep that money?—That I could not tell you for certain.

By His Honour:—

The International Banking Corporation is an American Corporation?—Yes.

I don't imagine that you intend to claim by reason of the fact that your branch is located in Hongkong that you are not subject to American law?—We are only subject to British law in Hongkong, the same as in Japan we are under the Japanese law and not under American law.

How about a suit of an American, supposing here in Shanghai. Supposing the man Edwards had

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deposited money there, do you contend that he cannot be sued here in Shanghai for that money?—Yes sir.

In other words that the man would have to go to Hongkong and under English law?—Yes.

How is it in the case of Odlum that you sued him in the American Court here?—We sued him in Canton. We were under American law in Canton like we are here in Shanghai.

I don't think that Mr. Scott has made it quite clear that under the jurisdiction of that branch the International bank should not petition as well in one place as another?

Witness—That was a case where—

Mr. Fessenden—May I submit that Mr. Scott's Counsel will answer that question.

His Honour—I simply wanted to get Mr. Scott's view as to what bearing it had in the past. (To witness) Why, Mr. Scott, is it necessary from your view that a document as to American papers should be verified by the British Consul?—That was the opinion of our Counsel in the Hongkong.

Do you mean to say that to establish the authenticity to an American officer you have to have a certificate by the British Consul?—I cannot tell you. That was the reply given by our Counsel.

That would imply that the International Bank at Hongkong was subject to British jurisdiction?—I tell you what I think will prove to you that our Counsel in Hongkong had to obtain power of attorney issued by our head office in favour to himself to act in Hongkong and had to be sent and verified by the British Consul in New York.

Who demanded that?—Our attorneys in New York. Attached to that power of attorney there was a verification from the British Consul.

Are not these simply some arbitrary rules?—No.

Is not it simply a question of arbitrary requirement?—I cannot answer that but I think it was purely and simply law.

I want to know whether there was a special regulation in Hongkong?—I don't think so.

Mr. Fessenden, in addressing his Honour said:—

The International Banking Corporation does not wish to appear in this action as needlessly resisting the demand made by the plaintiff in his petition. The bank is quite indifferent as to whom the money in question is paid, provided a due demand is made for it by the proper party in accordance with the law which governs business at the place where the deposit was made and in compliance with the terms of the certificate of deposit.

The International Banking Corporation, an American corporation, having branch offices at Shanghai and Hongkong and elsewhere is a defendant in an action brought by this plaintiff as assignee of a deposit receipt representing a sum of money deposited with the Hongkong branch of the Intl. Bkn. Corpn. by the alleged American Commercial Co. The transactions which gave rise to this action took place in Hongkong, a colony of Great Britain. This court is bound therefore to take judicial notice of the fact that an American corporation engaged in business in Hongkong must conduct its affairs in that colony under the laws of England and the jurisdiction of English courts for unquestionably that is the law by which the branch at Hongkong will ultimately have to be governed or it will have to cease its business in that colony. Great Britain not any more than the United States will permit foreign corporations to carry on business within its territorial limits in disregard of her laws and customs. The branch bank of the Hongkong and Shanghai Bkn. Copn. located in the city of New York cannot ignore the laws of our country in its business operations any more this defendant's branch at Hongkong can ignore British law applicable to the banking business in that Colony. The principle is the only principle compatible with complete sovereignty and sovereign nations are sensitive, and properly so about its inforcement and no nation is more sensitive on the subject than our own.

This court has decided that in the exercise of its sovereign prerogatives and upon the face of pleadings it had

jurisdiction in this case, the defendant branch as well as the other parties being within the territorial limits of its jurisdiction. It therefore becomes necessary to determine what conflict, if any, exists between the laws of the two countries and what principles of law recognized by both will be applied to establish the rights of the parties without infringing upon the sovereign jurisdiction of either country.

It must be borne clearly in mind at the outset that this action does not lie against the Shanghai branch as having a separate and distinct existence at Shanghai, apart from all other branches, but against the company as a corporate whole. A judgment of this Court in favor or against this defendant is not a judgment affecting only the Shanghai branch but affects the company in its entirety. Recognizing the peculiarities of corporate existence which often gives to corporations a residence in different localities and under different jurisdictions, this court is bound to consider not only the rights of this defendant as a local company, but must consider as well the obligations and restrictions imposed upon the company as a whole, by those foreign jurisdictions to which it is subject when those obligations particularly affect the right of the branch located within the jurisdiction of this court.

The courts not only of our own country but those of other countries have many times been called upon to decide questions involving contracts made in foreign jurisdictions which by force of circumstance or otherwise become operative in whole or in part in jurisdiction other than that in which made. We come now to consider what is the law which our own courts will apply when called upon to decide what validity, force, and effect will be given to contract made in a foreign jurisdiction and sought to be enforced under American jurisdiction. Will they decide that the law of the place where the contract is made will be enforced or will they ignore the law of the place where the contract is made and enforce the law of the court whose aid is sought. In other words will the principle known in the law as lex loci contractus govern or that known as lex foris or law of the forum or tribunal?

The American courts by a long line of decisions have removed all doubt upon this question and have unanimously established the doctrine that the law of the place where the contract was made shall determine its validity, force, effect and construction in our courts. This is not only American law but a recognized principle of International law everywhere. We might cite innumerable cases not only from the American decisions but from those of other countries and the text writers both in America and England are fully in accord. Of the many cases upon this point we cite the following:—

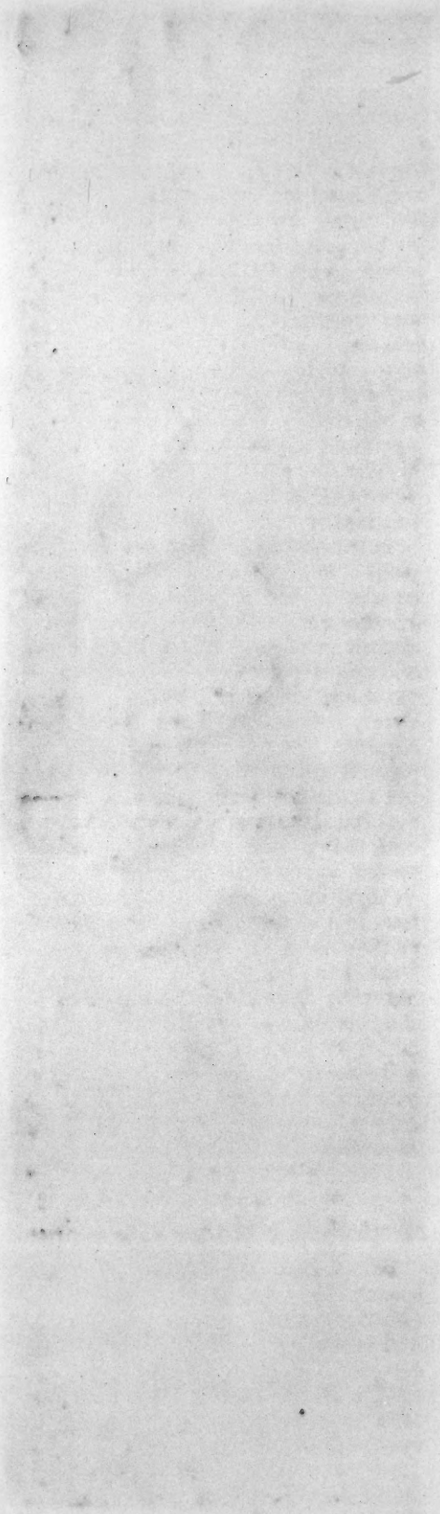
76 American Decisions, Page 608-609
77 " 2 " 356
61 " " " 170-171 618
55 " " " 540
54 " " " 700
62 " " " 605
[illegible]

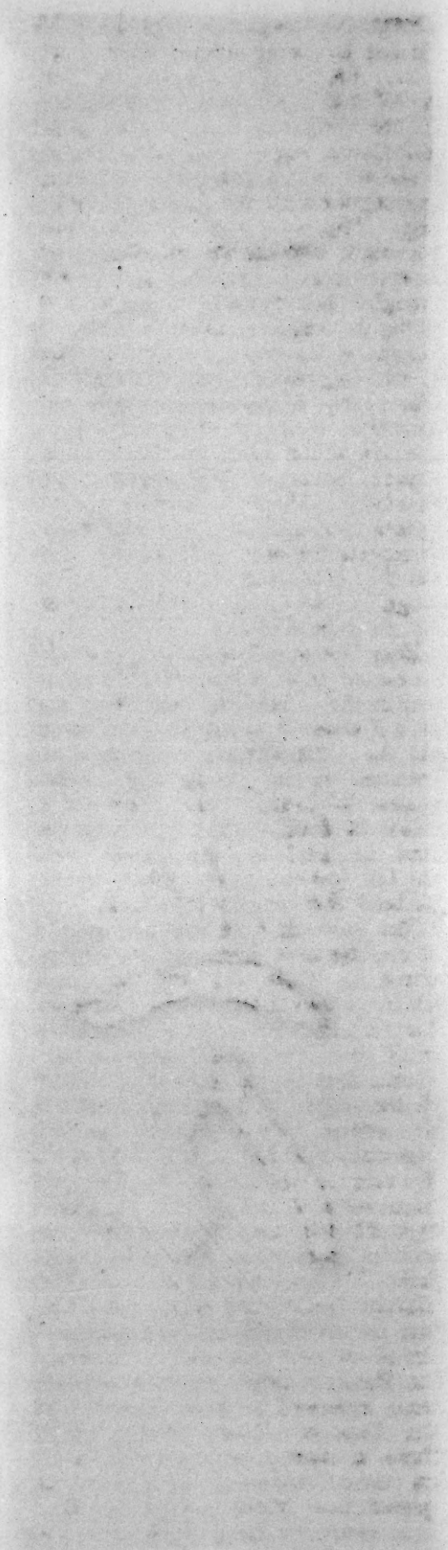
In passing from any further consideration of this doctrine we wish to urge upon the court not only the recognition it has received in American law but its importance in determining the ultimate conclusion to be reached by this court, because if your Honor concurs in our statement of the law, then the English law must be applied to determine the right of the parties under the deposit receipt upon which this action is brought.

We shall now consider the general nature and character of deposit receipts after which we will proceed to show what is the English law upon the subject. According to the highest American authority on the definitions of legal terms, a certificate of deposit is defined by Bouvier in his law dictionary as a written statement from the bank that the party named therein has deposited the amount of money specified in the certificate and that the same is held subject to his order in accordance with the terms thereof. In other words the certificate is a written contract between the bank and the depositor and like other written contracts, the parties to the same, must comply with its terms. This principle is so obvious in the interest of business safety and the certainty necessary in mercantile transactions that it does not admit of discussion.

The courts of all the great commercial nations have repeatedly decided that there are certain legal terms necessary to give notes, certificates and other instruments a negotiable character, and that without the use of such prescribed terms the instrument will not be negotiable. And when an instrument stipulates upon its face that it is not negotiable, and not transferrable, the conditions so expressed have always been upheld by the courts. The terms of the certificate before the court plainly indicate that it is not a negotiable paper. We do not contend your Honor that a person may not transfer or otherwise dispose of the actual property itself provided the transfer is made in due form and in accordance with the rules prescribed by law. We do contend your Honor that there is no law or authority which holds that the transfer or assignment of a non negotiable instrument by mere indorsement and delivery conveys a legal title to the assignee or transferee. The utmost interest which can pass to the transferee or assignee upon the indorsement and delivery of a non negotiable instrument is an equitable interest or title only and as such is subject to be defeated by the rights of third parties. The petition of the plaintiff alleges no more than that he holds this deposit receipt by indorsement and delivery which by law gives him no legal title to the money itself. He does not allege a single other fact which would serve to strengthen or perfect such title as he claims. His contention is absolutely untenable in law and he has no standing as a suitor in this action.

We come now to the question, What is the English law as administered in the Colony of Hongkong which should be applied by this court to determine the effect to be given by this court to this deposit receipt. I have by me Hart's Law of Banking, a high English authority upon the subject which contains the law which will be enforced against all banks doing business within the British Dominions. This work reviews all the English authorities upon the subject and sums up the English law in the words of Justice May in the case of Moore vs. Ulster Bank as follows:—"A deposit receipt is not a negotiable instrument such as a promissory note or bill of exchange capable of being transferred by indorsement. It is merely an acknowledgment by the bank that it holds a certain sum to the use of the depositor. The holder by merely writing his name on the document and delivering it to another confers no legal right on the person to whom he gives it." What statement of law could your Honor be plainer than this. And we would observe here that this is the law of America as well as of England. The author goes on to say that "A bank is not necessarily safe in paying the amount to a stranger although the receipt is indorsed by the depositor. The indorsement does not amount to an authority to receive the money but is only a form of receipt." The authorities in support are set forth in the text and we have been unable your Honor to find a single English or American case in point which holds the contrary.





When the question of jurisdiction in this case was argued before this court it was inferred by counsel for the plaintiff that if this court should decide that the Hongkong Branch of the Intl. Bkn. Corpn. ought to pay this money to plaintiff such a judgment would not be recognized by the courts of Hongkong. This inference seems to have been made with the idea of influencing the court to give judgment against the Shanghai branch rather than to risk having its judgment questioned by the Hongkong Courts. At the same time it was suggested that a judgment against the Shanghai branch would operate as a bar to any further proceedings on the part of claimants to enforce payment in Hongkong or elsewhere. These conclusions are by no means compatible for if the former be correct the latter must be doubted and the defendant in either case in danger of being compelled to twice pay the deposit money.

Your Honor will readily appreciate the embarrassed position the Shanghai branch, the defendant, would be placed in if ordered to pay this certificate and then afterwards a suit should be instituted in the Hongkong courts against the branch bank there and it should be decided that the certificate must be paid in accordance with the law governing the place where the bank that issued it is located.

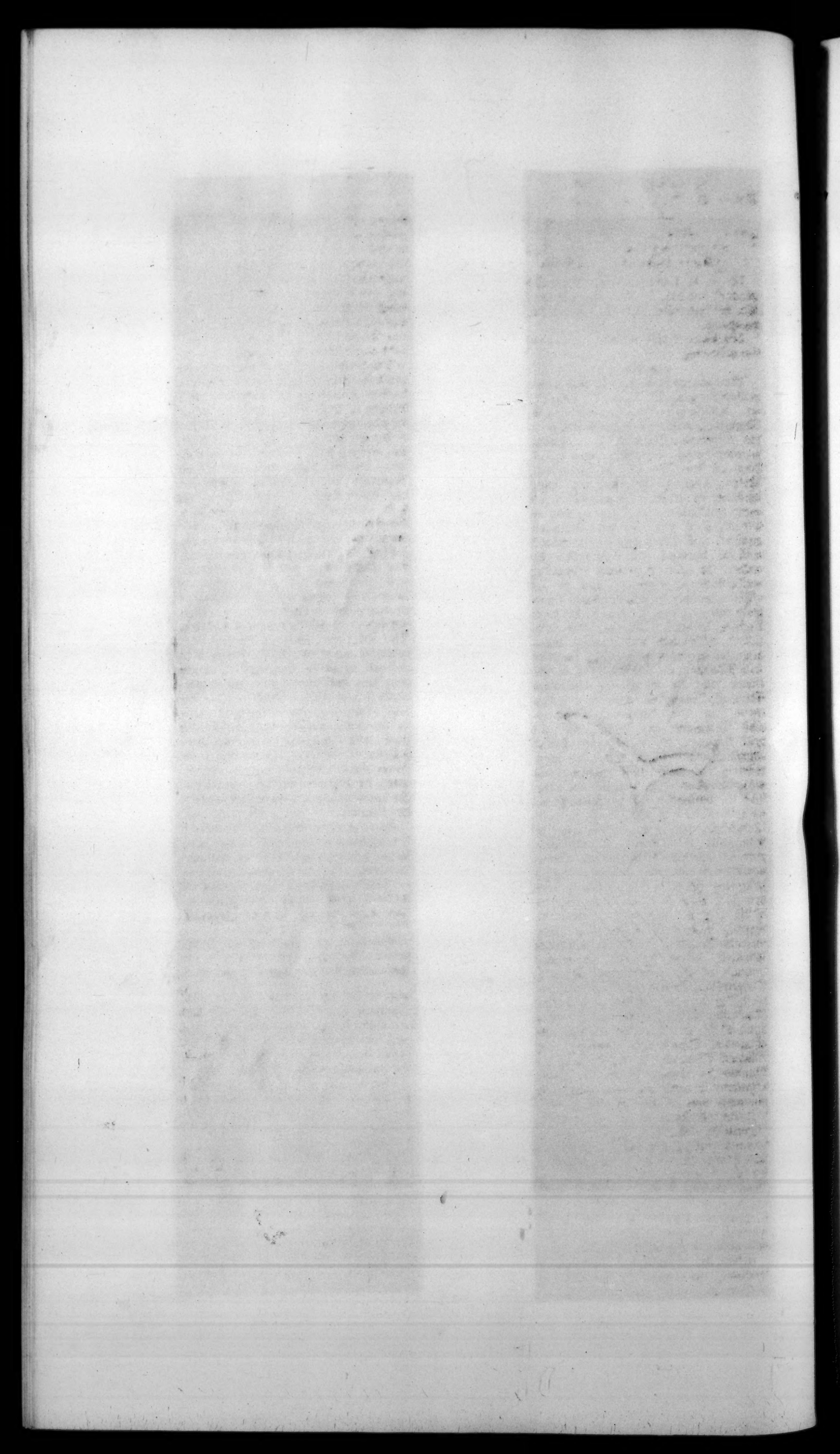
The courts at Hongkong are presided over by able jurists known everywhere for their fair and impartial administration of justice and I have no doubt but that the courts of Hongkong would give the most courteous consideration to any decision of this court but the judges at Hongkong could not be expected to do more than our own Supreme Court has said could be done. We refer to the decision in Hilton vs. Guyot reported in 159 U.S. 113, a case argued before the full bench by such eminent counsel as Elihu Root and James C. Carter for the plaintiffs and William Choate and William D. Shipman for the defendants. The authorities of not only America and England but those of other countries as well were reviewed at great length and the Supreme Court says, "That there is hardly a civilized nation on either continent which by its general laws allows conclusive effect to an executory foreign judgment for the recovery of money." And our Supreme Court firmly lays down the rule that a foreign judgment is not conclusive but may be examined into with a view of impeaching it, and, in the case named, the Supreme Court stated the conclusion of the English decisions, in these words, "The result of the English decisions would seem to be that a foreign judgment in personam may be impeached for manifest and wilfull disregard of the laws of England." Your Honor will see that the American and English courts hold the same doctrine, as to the effect to be given to a foreign judgment, when pleaded in their courts. Such judgments, are courteously received and considered, but are not conclusive, and in the light of this high authority it is no reflection upon this honorable court to say that a judgment of this court against this defendant will not be protection which will discharge the defendant from all further liability in this matter.

In conclusion we have but one more point to present. I the court concurs in our statement of the law that an assignment or transfer of a deposit receipt by mere endorsement and delivery conveys no legal title to the assignee which we have clearly shown to the court is the law of both America and England then this plaintiff has absolutely failed to make out a case not only upon the merits but has improperly pleaded his case both in law and practice. It is well settled law that an assignee who has no legal title cannot sue in an action at law in his own name but must sue in the name of his assignor or at least join his assignor as a party plaintiff. This plaintiff has joined his assignor as a party defendant and thus by his own act raising the issue of title as between himself and his assignor through whom he claims which is not only an apparent but a substantial absurdity.

This defendant therefore asks that in so far as concerns the bank, this action be dismissed with proper costs.

Mr. Lamme replied in a heated speech. He submitted that the evidence was that this money was deposited; that a certicate was given; that it was assigned; that judgment was rendered and his Honour had finally determined and decreed that he (Counsel) was entitled to that money. After quoting an authority Counsel concluded by saying that the bank had no defence at all; they had no claim to the money; the money belonged to the American Commercial Company and he submitted that he ought to have judgment according to the rules of the Court.

His Honour reserved judgment,



Shanghai, 17th February.

Before the Hon. JAMES L. RODGERS, Consul-General, sitting as Judge.

EDWIN H. LAMME V. THE INTERNATIONAL BANKING CORPORATION AND THE AMERICAN COMMERCIAL COMPANY.

Mr. E. H. Lamme appeared for the plaintiff and Mr. T. R. Jernigan and Mr. S. Fessenden for the defendant company.

His Honour this morning delivered the following

JUDGMENT.

The statement of facts in this action is that the plaintiff, Edwin H. Lamme, an attorney-at-law, practicing in Shanghai, rendered legal services to the American Commercial Company, a corporation organized under the laws of the District of Columbia, United States of America, and doing business in various Asiatic cities but more particularly in Canton; that in the spring of the year 1905 litigation against said Company was instituted and its business was suspended by order of the American Consular authorities at Canton; that of its officers, managers and employes there only remained in China, so far as is known, Edward Edwards, Vice-President, a Director and General Manager, as appears of record; that the said Edwards, on July 27, 1905, in the Court of the American Consulate General, Shanghai, confessed judgment for the American Commercial Company in behalf of the said Lamme on a suit for $2150 Mexican, representing a bill for legal service; that before said judgment was entered full evidence was taken to establish the authority of Edwards to so act on behalf of the American Commercial Company; that it appeared that the associates of Edwards in the corporation had left China and their whereabouts were unknown; that following the judgment given in Shanghai, Lamme accepted from Edwards as satisfaction of his judgment a certain certificate of deposit, in favor of the American Commercial Company, in the sum of $2,000 Mexican issued by the Hongkong branch of the International Banking Corporation, the said certificate of deposit being due and payable on and after November 26th 1905; that upon presentation of the certificate endorsed by the American Commercial Company, per Edward Edwards, Manager, and by Lamme as owner under title of assignment in satisfaction of judgment, payment was refused on the ground that the certificate of deposit was not negotiable and that sufficient evidence was not produced to satisfy the bank that Edwards had the authority to act for the American Commercial Company; that thereupon Lamme brought suit against the International Banking Corporation and the American Commercial Company, service on the defendants being obtained in Shanghai.

It has been contended by the defendant, the International Banking Corporation, that there is a lack of jurisdiction inasmuch as the contract represented by the certificate of deposit was made in the city of Hongkong where English law should govern, and that as the certificate of deposit is plainly marked and was thoroughly understood to be non-negotiable it could not be assigned and title to it could not pass, the same being vested in the American Commercial Company, which corporation should apply for it in a manner and form satisfactory to the bank.

It appears to the Court that the only pressing material issue in this question is that involving the propriety and legality of the bank's contention as to the non-negotiability of the certificate of deposit and the refusal to recognise the authority of Edwards to transfer title. Had the American Commercial Company had a good standing, and had there been no consideration of facts involved by the knowledge to the contrary it is perhaps safe to assume that no such opposition on the part of the bank would have arisen. But under all the circumstances and by authority of the law there was certainly justification in assuming such an attitude, even in opposition to the judgment of a Court. This judgment, however, having been obtained upon as full a statement of facts as could be presented under the peculiar conditions existing, was nevertheless not related in the first instance to the question which confronted the offices of the bank, and the order in satisfaction of judgment directly connecting the certificate of deposit might with propriety be attacked on the ground that the bank had no opportunity to appear or be heard.

As a matter of law well sustained by the highest authorities, and as a moral duty, it appears to me that the contention of the non-negotiability of the certificate of deposit and the lack of authority to assign should be sustained. The laws of the United States of America provide a remedy for such a condition as that involved and in my opinion they should be invoked by an application for the appointment of a receiver for the American Commercial Company, since it is manifestly improbable, if not impossible, to secure such corporate authority as could or should be accepted now by the bank in the discharge of its obligation.

The petition is therefore dismissed without prejudice to any action which may be brought under a receivership. Each party will pay its own costs made in this case.

His Honour said that Mr. Lamme was at liberty to apply for the appointment of a receiver for the company.

Mr. Lamme said that such an appointment would be void. He would like to withdraw the certificate from the Court as he intended to commence a new suit in the United States District Court of California.

AMERICAN CONSULAR COURT.

Shanghai, 13th February.

Before the Hon. JAMES L. RODGERS, Consul-General.

A. G. MINK V. J. W. WINKELBACH.

Mr. F.M. Brooks of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendants was represented by Mr. E.H. Lamme, while Mr. C. Holcomb appeared for a third party.

The following are the pleadings in this case :—

PETITION.

Now comes the plaintiff, A. G. Mink, and complaining of the defendant, alleges :

1. That both plaintiff and defendant are citizens of the United States of America, residing in Shanghai in the Empire of China.

2. That on or about the 26th day of September, 1905, plaintiff and defendant agreed to enter into a co-partnership for the purpose of conducting a Billposting and Advertising company in Shanghai, China, and drew up and signed a Memorandum of Agreement in words and terms as follows :—

Co-partnership between A. G. Mink, and J. W. Winkelbach.

It is agreed between A. G. Mink and J. W. Winkelbach that they form a co-partnership for the purpose of conducting an advertising and billposting business in Shanghai and vicinity.

"It is agreed that the actual expenses of the business of every name and nature shall be deducted from the gross profits, the balance of the profits being equally divided.

"The name of this co-partnership shall be The Shanghai Advertising and Billposting Company, A. G. Mink and Co., Managers.

"It is further agreed that the said J. W. Winkelbach's interest with A. G. Mink is confined to the specific business above stated.

"This agreement to remain in force indefinitely and can be cancelled by mutual agreement.

"It is also agreed that all moneys from any source due and payable to this co-partnership for advertising or any other cause shall be accounted for and payable to said A. G. Mink & Co., as Agents of the co-partnership, on the day of such collections being made and both partners to this agreement do so agree to report and pay in to the office of A. G. Mink & Co., any collections that each or both shall make.

"It is further understood that said A. G. Mink of this co-partnership and of A. G. Mink & Co. shall be the Secretary and Treasurer of the Shanghai Advertising and Billposting Company.

"It is further agreed that if either party to this agreement fail to account each day for moneys collected, his interest in this concern shall cease and all rights shall be vested in the remaining partner."

(Signed) A. G. MINK.

(Signed) W. J. WIPKELBACH.

Witness : J. Walker.

Witness : K. Sato, 257 Boone Road.

3.—That in addition to said written memoranda it was understood and agreed between the plaintiff and defendant that when money was required in the interest of said business it should be contributed equally by the co-partners, and that each and both of them should give their time and attention to the promotion of said business.

4.—That the defendant, J. W. Winkelbach, has wholly failed and refused to keep the covenants of the Agreement on his part to be performed, and has failed to contribute any money to said business or to devote his time to the promotion of same, but on the contrary has done no work for the benefit of said co-partnership and has overdrawn his account with said co-partnership in the sum of dollars nine hundred and forty-two.

5.—That through defendant's refusal to keep his contract, plaintiff has been greatly damaged in said co-partnership business and has been forced to expend large sums of money to keep said business on a proper footing and has been forced to devote his entire time, to the detriment of other business interests, to this business.

6.—That on or about the 17th day of December, 1905, plaintiff alleges on information and belief, said defendant J. W. Winkelbach mortgaged to one C. Biddle all his right, title and interest in and to said co-partnership, without the knowledge or consent and against the will of the plaintiff herein, thereby breaking his contract of co-partnership.

Wherefore plaintiff demands judgment against defendant that the aforesaid contract of co-partnership be cancelled for breach of contract by the defendant, and that said defendant be declared by the Court to have no further interest in said co-partnership.

ANSWER.

Comes now the defendant and for answer to the plaintiff's petition, says :—

1.—That he admits the allegations in paragraphs one (1) and two (2).

2.—In answer to paragraph three (3) of said petition, this defendant denies that it was ever understood and agreed between the plaintiff and defendant herein, that when money was required in the interest of said business, it should be equally contributed by the said partners; but this defendant alleges and avers the fact to be, that it was agreed and understood by and between the partners, that whenever any money was needed for, in, or, about said business, the same was to be furnished and advanced by the plaintiff.

3.—This defendant denies all the allegations contained in paragraphs four (4) and five (5) of said petition.

4.—The defendant admits that he did on the 7th day of December, 1905, execute and deliver a mortgage to C. A. Biddle for the purpose of securing certain monies due from this defendant to the said C. A. Biddle; but said mortgage, or conveyance was so made solely for the purpose of securing said monies so due from this defendant to the said C. A. Biddle and did not in any wise, or, in any manner interfere with the conduct of said business by this defendant.

And this defendant further answering said paragraph six (6) of the petition, denies that the said mortgage was made without the knowledge, or consent of the said plaintiff.

5.—And the defendant further answering, says:—That at the time of the entering into said agreement set forth in plaintiff's petition, the said plaintiff well knowing that this defendant had no actual cash on hand did agree to furnish and advance whatever sums of money might be necessary for the conduct of said business; and did further agree that he, the said plaintiff, would furnish the office for the conduct of said business and keep the books in connection therewith as his part of the capital and work in connection with the same and that this defendant should make the contracts and generally manage and control the outside business and look after such advertising and bill-posting.

6.—That since the commencement of said business under the said contract, the said plaintiff has collected and received large sums of money for and on account thereof amounting, as this defendant is informed and believes, to about seven thousand (7,000.00) dollars, and as this defendant is informed and believes the legitimate expenses and charges against said business have not been to exceed the sum of three thousand (3,000,00) dollars, the items and amounts of which this defendant is unable to furnish because of the failure of the said plaintiff to keep proper books and accounts and to render proper statements of the condition and affairs of said business; but this defendant is informed and believes and upon such information avers and alleges the fact to be, that the said plaintiff has received large sums of money in connection with said business, has appropriated the same to his own use and has caused false entries and charges to be made in the books in connection with said business and has in every way endeavoured to cheat and defraud this defendant.

7—That this defendant has not had access to the said books, imperfect and incorrect as they are, but is informed and believes that the said plaintiff is largely indebted to the said partnership, the exact amount of which can only be ascertained upon a full investgation of the books and affairs of said business.

And of cross-complaint, this defendant complains of the plaintiff A. G. Mink and for cause of cross action alleges and says:—

1—That all the parties hereto are citizens of the United States residing in Shanghai, China,

2—That the said A. G. Mink and this cross complainant did enter into the written agreement for the purposes as set forth in the original complaint herein.

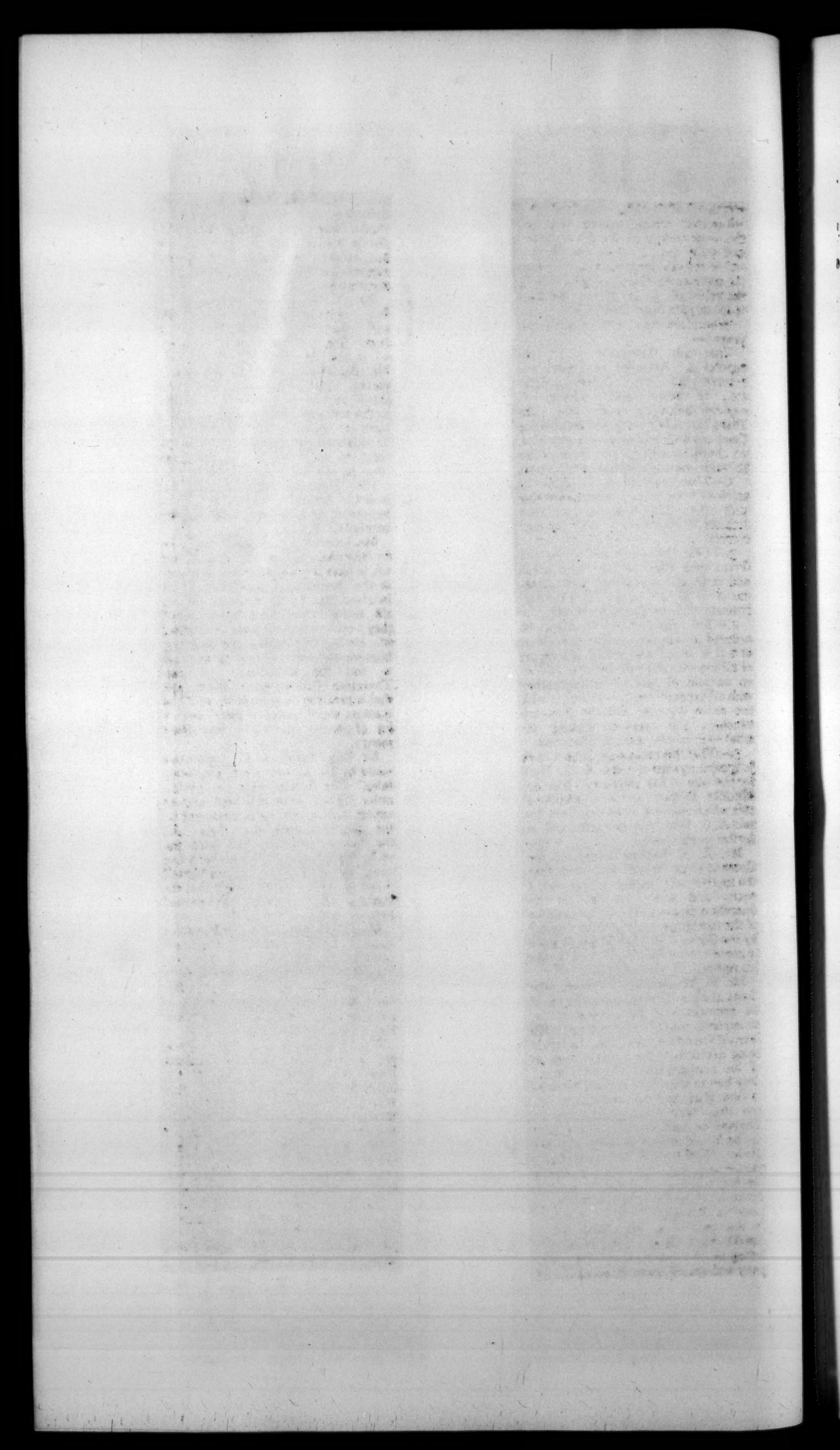
3—That it was agreed by and between the parties, in addition to the said written memorandum of agreement, that the said A. G. Mink should furnish whatever money was necessary for the commencement and carrying on of said business and that in a division of the work and labor in connection with said business, the said A. G. Mink was to furnish the office, take charge of and keep the books and look after the financial affairs of the business, while this cross-cross complainant was to look after and obtain contracts, see to the execution and carrying out of the same and both parties were to do all things necessary and proper for the furtherance of the interestes of said business.

4.—That this cross-complainant did proceed with said business, did procure large contracts, did erect sign-posts, bill-boards, and procure facilities for advertising in Shanghai and did make large and valuable contracts for advertising and did all things necessary, right and proper to be by him done in connection with the said business, believing that he, the said A. G. Mink, would do likewise. That the capital required for the commencement of said business was only such as was necessary to erect certain signs and bill-boards which amounted to less than two thousand (2000.00) Mexican Dollars, but instead of the same being paid for in cash, it was procured on credit and there were no other legitimate expenses connected with said business requiring immediate cash capital,

5.—That thereafter the said business was so conducted and this cross-complainant did so execute the said contracts so made with various advertisers, that large sums of money were paid to and received by the said A. G. Mink, which said sums were largely in excess of any requirements necessary for the payment of all of the debts and obligations of the said business and said sums were so received by the said A. G. Mink and appropriated by him and never properly applied to the payment of the indebtedness of the said Company; not did he, the said A. G. Mink, keep proper books or, accounts of the business of said Company, but on the contrary, when monies were received, put the same in his own pocket and never had the same credited upon the books and did make false and fraudulent charges and entries in said books and did charge the said business with the payment of sums and monies which he the said A.G. Mink had never paid and which was never due, or, owing and did in every way endeavor to cheat and defraud this cross-complainant out of his rightful interests in and to the said business.

6.—And this cross-complainant further says:—that he is informed and believes that there is certain indebtedness outstanding against the said business and that there are no assests other than the contracts for advertising, out of which the same can be paid and that the said A G. Mink is not only making false entries and charges against the said business, but is wholly incompetent to keep any proper books, or accounts and has never retained for any considerable length of time any competent book-keeper to do the same for him, but since the first of October, 1905, he has had four or five different book-keepers working upon said books and has directed numerous changes and alterations in the same, so as to make the same conform to his purpose and has taken and retained the money of the said business and appropriated the same to his own use and has failed and refused to account therefor.

7.—That unless this Honorable Court shall appoint a Receiver and take possession of the books, property rights and contracts of the said Company that creditors of the said Com.



pany will be left without any fund out of which their claims can be paid and this cross-complainant will be cheated and defrauded out of his interests in and to the said business which interest the cross-complainant alleges to be of the value of at least five thousand ($5000,00) Mexican Dollars.

Wherefore this cross-complainant prays:—

That this Honorable Court will appoint a Receiver to take and receive all the property, rights etc., in action and contracts in anywise belonging to the said, The Shanghai Advertising and Bill posting Company and property of every kind, or, character whatsoever, or, in which the said company may have any interest.

2.—That the said A. G. Mink be enjoined from in any wise interfering with the said business, or, such Receivers possession, or, conduct thereof.

3.—That the Court will order and direct such Receiver to make a full and complete accounting and statements as to the condition of the said business and the accounts thereof.

4.—That the said A. G. Mink be ordered to appear before this Court at a time stated and make full report of all monies collected by him for, or on account of said business, together with all expenditures in connection with the same, together with the necessary vouchers and receipts showing for what such monies were so expended.

5.—That this cross-complainant have judgment against the said A. G. Mink for the sum of five thousand ($5000,00) Mexican Dollars and any additional sum which may be found due from the said A. G. Mink, for his costs and all further proper relief.

Mr. E. H. Lamme addressed the Court at some length and said that the matter was purely a question of equity and was a matter for the discretion of the Court. The question of the mortgage could only be decided by the Court. Mr. Biddle would have to come before the Court and prove his rights.

Mr. F. M. Brooks addressed the Court in reply and in the course of his remarks said that some of the statements made were correct. His learned friend had said that he could bring decisions to the Court in support of his contentions. Counsel would defy him to search all the law libraries in Shanghai and he would not find one that had been given either in England or America. Mr. Biddle could not be forced into partnership with Mr. Mink. Winklebach had broken the partnership agreement by converting the firm's monies to his own use. He broke it by signing chits wherever he could in Shanghai. He did not turn in the monies to Mr. Mink as he should have done. Mr. Mink was acting as the secretary of the company and should have received all the monies collected. Instead of that the defendant had spent the money in riotous living and signing chits. Mr. Biddle had no right to appear in the suit at all. (Counsel here quoted numerous authorities in support of his contention.)

Mr. C. Holcomb addressed a few remarks to the Court and said that the mortgage was a bona fide one and was registered in the American Court as such. Mr. Biddle and other parties had a perfect right to appear in Court and should be allowed to appear as parties to the suit and they had an absolute right to foreclose on the mortgage. Winklebach had given Mr. Biddle the right to foreclose on the mortgage when he saw fit.

His Honour said he did not intend to decide the matter at once as he wanted to look the matter up very carefully.

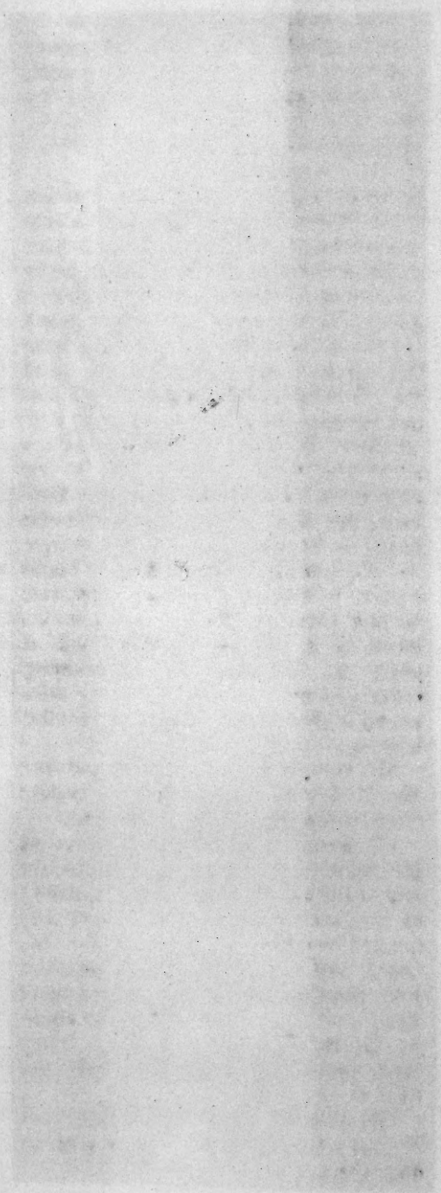
Mr. Lamme said he would apply for an injunction against the plaintiff and ask to have the books of the firm placed in the custody of the Court as he beleived that if they remained another six hours in the hands of the plaintiff they would be spirited away or disposed of. He had sold his law and collection business and was now making an effort to sell the advertising business. Therefore Counsel would like to ask that a receiver be appointed, as if the business was disposed of there were a lot of people who would lose their money.

Mr. Brooks said that the statements made by Mr. Lamme were absolutely false. The books were in perfect order. They were well kept and an expert book-keeper was employed by the plaintiff to look after them. All the money in the firm had been put up by Mr. Mink and Winklebach had never put in a cent. Counsel himself would put up a personal bond that the books would be produced when wanted by the Court.

Mr. Lamme said his information about the false entries in the books came from Mr. Walker who had bought the collection business and he told Counsel that an entry of $250 had been made and there was nothing to show for it. He would therefore ask that an injunction be issued.

Mr. Brooks said it was a great pity that a man's business should be ruined. As far as the injunction was concerned he was quite willing that it should be issued as he was perfectly satisfied that the books were in perfect order and that his client had no idea of running away. He was quite ready to go on with the case. He was ready to proceed this afternoon or any time the Court saw fit.

His Honour said he would inform the parties when he was ready to hear the case. In the meantime an injunction would be issued against Mr. Mink and his bookkeeper warned.



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A. G. MINK V. J. W. WINKLBACH

Mr. F.M. Brooks of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme, while Mr. C. Holcomb appeared for a third party.

DECISION.

His Honour, in giving his decision in the above motion, said that a new motion had been filed by Mr. Lamme on behalf of Mr. Biddle to be a party to the suit. (His Honour here quoted authorities bearing on the case.) He said that he intended to hear the case upon its merits and see whether the contract of co-partnership had been violated and whether there was any cause to annul the said contract. As to the appointing of a receiver for the business, the case would first have to be heard on its merits and he would then see whether Mr. Biddle should be made a party to the suit. If during the trial he saw that Mr. Biddle had any interest in it, he would make him a party to the suit. The restraining order granted recently would be continued and an early date set for the hearing.

Mr. Holcomb said he understood that Mr. Mink was endeavouring to collect some of the bills owing to the firm.

Mr. Brooks said he was certain that Mr. Mink was not trying to embezzle any of the funds. Counsel was satisfied of this, and was willing to deposit any amount required as security for his client. All they wanted was a decision from the Court as to how the contract stood and they were willing to abide by the decision of the Court. They were prepared to proceed with the case at any time.

His Honour said he would set Tuesday, the 20th inst. at 10 a.m. to hear the case.

AMERICAN CONSULAR COURT.

Shanghai 20th February.
Before the Hon JAMES L. ROGERS,
Consul General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks of Messrs, Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme. while Mr. C. Holcomb appeared for a third party.

Mr. Brooks said he would like to have both cases tried together.

Mr. Lamme said he was quite willing.

Mr. Brooks addressed the Court at some length during which he said that the contract of partnership had been broke by Winklebach in giving the mortgage to Mr. Biddle. Mink furnished the money for the business and all expenses were to be deducted from the gross profits and the remainder were to be divided between the partners. Winkleback made certain contracts and collected the money and instead of turning it in, he used it for his own purpose in paying off old debts. The books etc. were also produced to show the accounts.

Mr.Holcomb in addressing the Court said, that he wished give a short history of the case from the forming of the company by the defendant who later on found he was short of funds and Mink came in and furnished some of the required capital. Mink was to have charge of the office while Winklebach was to attend to the outside work. Mink was to disburse the funds in a proper manner. Winklebach filled his part of the contract, but Mink did not fill his. It would be better for all concerned that a receiver should be appointed and the parties separated and certain creditors who had to be protected would get what they were entitled to. The partnership between the parties could not be dissolved by themselves. That would have to be done by the sound judgment of the Court after the case had been heard. The rights of all parties would then be protected and a dissolution and division of the vssets should be ordered.

A. R. Leake, sworn, said he had been a charttered accountant since 1893. He had had occasion to wind up the affairs of business firms etc. He had looked over the books of the firm in question since its formation up to January 1906. He had to estimate the amount of some of the accounts. He had seen no evidence of Mink's books being falsified. There was no suggestion of fraud.

By Mr. Holcomb: The report was made from the old and new books. The accounts went to a certain date in the old books and were carried on the new books.

Mr. Holcomb said he would object to such a report going before the Court unless it was made entirely from the old books. It was wrong if any of the errors in the old books were made to conform to the entries in the new books.

Mr. Brooks said he was willing to produce any books and every scrap of paper or memorandum the Court wished and he defied Counsel to find any trace of hiding anything.

His Honour, said that Mr. Leake had stated he saw no evidence of fraud and nothing wrong with the books, therefore the report would be accepted.

Witness continuing, said he had not a written report. He had not charged for the Bulletin and bill boards and lumber as he considered them part of the capital. He had charged a certain proportion for deteriotion. There was a net profit of $624.78, from November to the 31st January. He took out the gross profits and defibed the expenses. Mink was defibed with $924.36. The liabitities were $978.45. They were for stationary, printing etc., according to the cash book there was due to Mink the sum of $2,000 odd. He estimed the profits to be about $227.00 for one month.

By Mr. Holcomb: If there were valuable contracts in the firm and a dissolution took place, a certain allowance should be made for the surviving partner.

He would not consider the unexpired portion as part of the assets. In the winding up of a firm he would give a certain benefit to the retiring partner for existing contracts. The money of the business was obtained from advertising. The earned portion of the contracts were the only assets. He would only take into consideration that part of the contract which had been earned and collected.

His Honour said that was quite right. That was the rule in America and elsewhere.

Witness (continuing) there was no charge of $250, in any of the books. If that sum had been paid, it would have appeared in the cash book.

Mr. Lamme, said Mr. Walker had claimed that he had been instructed by Mr. Mink to make an entry of that amount.

Mr Brooks, said Mr. Walker had denied making any such statement. He would be in Court and would swear that he had never made such a statement.

Mr. Lamme said Walker was keeping that up his sleeve when he settled up with Mink.

Witness (continuing) there were various amounts entered in the books. There had been no attempt made to balance the books. There had been no attempt made to falsify the books, nothing had been kept back.

By HisHonour—It appeared that the books have been kept in a very slipshod manner. I thought they were trying to save expenses by not hiring a book-keeper. Some of the entries were made in ink and some in pencil. The entries for $850 could not have been for a book-keeper, $750 would have been the proper charge for keeping the accounts. They might have had a Portuguese for $100 per month.

A. G. Mink, sworn, said that he entered into a contract with Winklebact in September 1905. They proceeded together with the business. Witness supplied all the money and furniture as Wilklebach did not have a cent.

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Shanghai 20th February.
Before the Hon JAMES L. RODGERS, Consul General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks, of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme, while Mr. C. Holcomb appeared for a third party.

On the Court resuming at 2.30 p.m. A. G. Mink cross examined by Mr. Holcomb, said he advanced $3,000 or $4,000 to the business out of his own personal funds. The books would show how much money he had put in. All the cash he had put in was entered up in the books. He was now about $2,300 out of pocket according to Mr. Leake's statement. From the start of the business it had cost him $3,000 or $4,000. He could not tell what moneys had been received by the business without going through the books. He looked at the books from day to day.

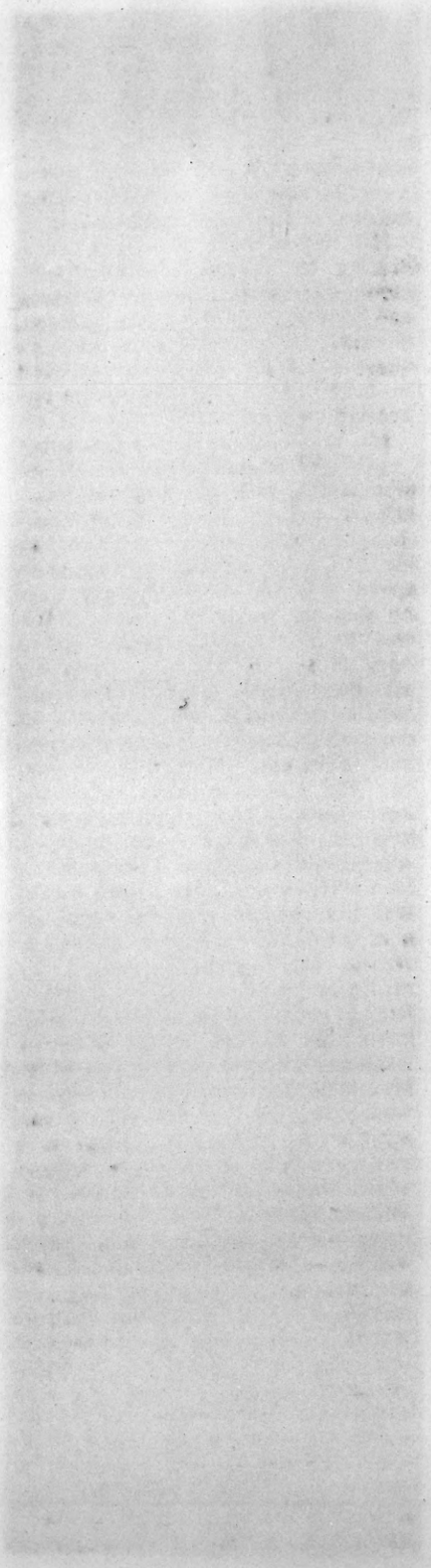
His Honour closely questioned the witness as to the figures shown in the balance sheet, but the witness said he was not a good accountant. He simply knew enough about the books to know what the various entries meant. He did not understand the taking of a trial balance.

Shown his ledger account by Mr. Holcomb, the witness said that in that account about $715 appeared to his credit and $65 to his debit, but this did not include all the advances. When the business first commenced, the books were kept in a different way. There was no bookeeper employed then, as witness did not think the business could then afford it. (Mr. Holcomb put in the ledger as an exhibit.) Witness paid out more than he received. He could produce an account of moneys expended and received if the Court so desired. Mr. Walker could explain certain pencil entries in the ledger. The compradore had only advanced about Tls. 160. The advertising business used the premises of Messrs. A. G. Mink & Co. and paid a proportionate amount of the rent. A. G. Mink & Co. had the office furniture before the advertising and bill-posting business was started. The furniture was charged to the bill-posting business at $600. It was entered in the books as $1,200, but Mr. Leake suggested that it should be $600. Witness gave himself authority to charge for this furniture. There was no money to take out of the business and put into his own pocket. He thought the furniture was fully worth $600. It included a safe, a Pittsburg typewriter, five cane and two arm chairs, two large desks, matting, fixtures, and pictures. Witness gave up most of his time to the bill-posting business. Winkelbach lived with witness for some time, paying $75 for a small room and later $90 for a large room. The carriage, for which the business was charged, was used in the business. The tyres had to be replaced after an accident with the fire ladder truck. He thought it was quite fair to charge this to the company. Witness denied all knowledge of Winkelbach's chits being set off against advertisement contracts with the Alcazar, St. George's Bar, etc. He never consented to this arrangement. He thought the Court could best judge whether these amounts, aggregating in all about $500, were very small. As far as witness knew Beaven was a friend of his. He had had no trouble with him at all. He had never given Beaven a cheque and then repudiated it. Witness had collected some money since the 13th inst. The $600 for furniture was included in the balance the company owed witness. He also owed the compradore some money for the bill-posting business.

The Court at this stage adjourned until next day at 2 p.m. Mr. Brooks undertaking to furnish certain documents and lists of contracts desired by the Court.

Shanghai, 21st February.

On the Court resuming this afternoon, Mr. A. G. Mink was subjected to a rigid cross examination by Mr. Holcomb, in regard to certain contracts and a proposition the witness was alleged to have made to Winklebach to assist him to break out of the American gaol and assist him to leave Shanghai. The witness denied all the allegations and said that he had not been driven out of the cell by Winklebach brandishing a pair of handcuffs. He had no idea how Winklebach was going to get out of gaol. He had never said that he put Winklebach in gaol and never said he would keep him there unless he signed a quit claim to the business. The Court sat till 4 p.m. when the case was adjourned till Friday, the 23rd inst., at 10 a.m.



Shanghai, 23rd February.

Before the Hon. JAMES L. RODGERS, Consul-General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks, of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme, while Mr. C. Holcomb appeared for a third party.

The hearing in this case was resumed this morning.

A. G. Mink was put on the stand again and subjected to a rigid cross examination by Mr. Holcomb, in the course of which he said he had not written to Chefoo about Winklebach's accounts. The bill was sent to the Law and Collection Agency for collection but no notice was taken of it. Witness did not sign any paper compounding a felony while Winklebach was in gaol. He did ask him to sign a paper conveying his interest to witness If he had not been able to fix up his affairs witness would have returned the document. Witness had not signed any chits as a set off to advertising. He had signed $56 at the Alcazar. The place had ordered advertisements to the amount of $40' Last Monday he paid the Alcazar a difference of $4 or $5 in cash. He told Ladow that he did not want it said that he owed any chits. He could not say how much had been collected by the business since they started. It would be between $4.000 and $5.000. He could not say how much could be collected now as the Court case had done a lot of harm. He commenced the suit so as to exonerate himself. There were several thousand dollars due for bill posting. About $8.000 had been received from the business and witness. The books could show for certain. Winkleback secured a lot of business amounting to several thousand dollars. Witness also secured a number of contracts. Some of the work was secured by people in the office for which, they received a commission. When the business was started Winklebach said that $200 would pay all his debts, but witness was sadly left. The threshold of the door was worn away by compradores coming to collect money from Winklebach. He did not have him put in gaol to rob or squeeze him.

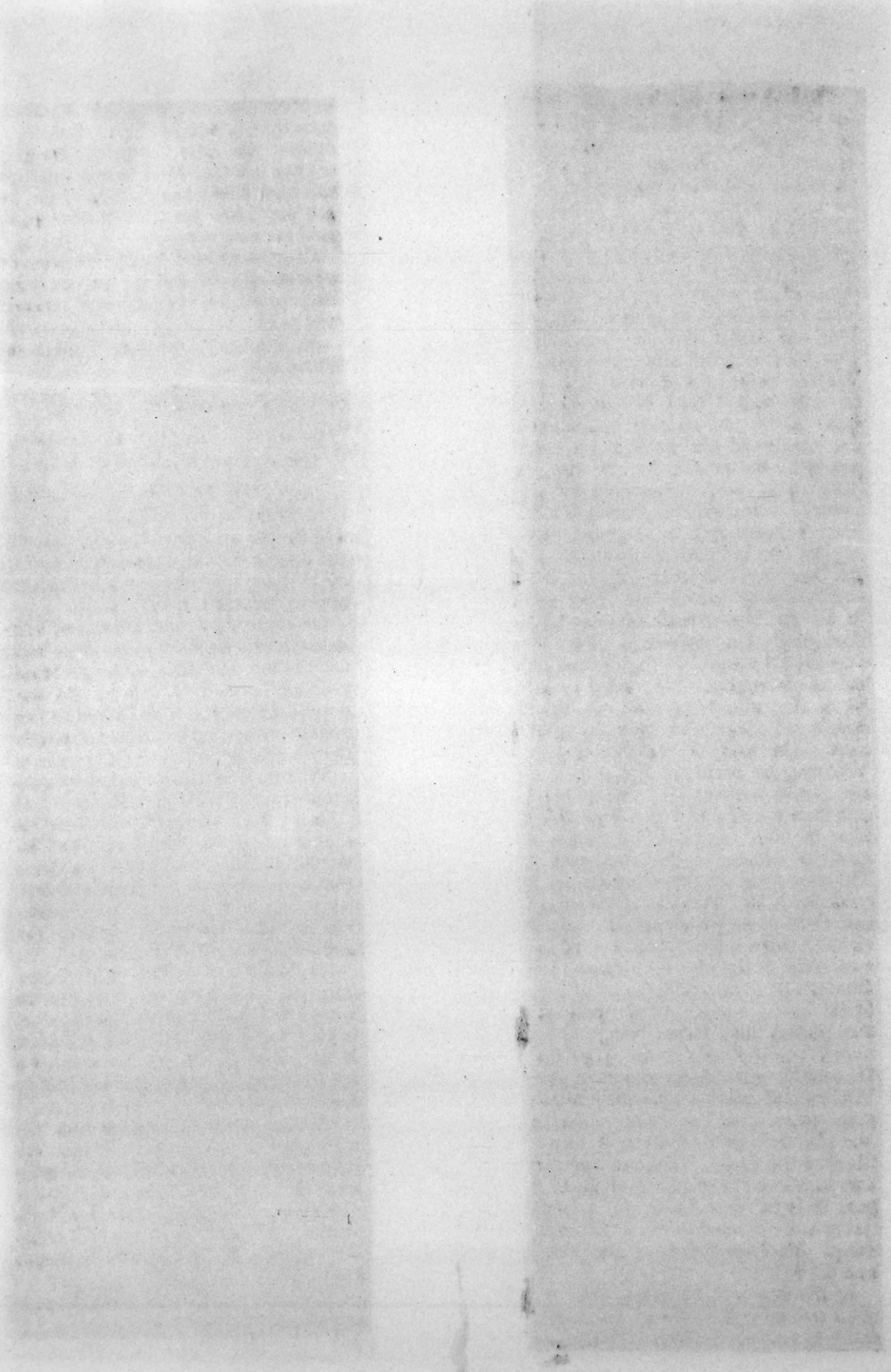
Mr. Brooks said he objected to such questions being put to the witness.

Mr. Holcomb said he had proof to show that the witness had Winklebach put in gaol so that he could be ousted from the business. Mr. Brooks had Winklebach arrested on the alleged complaint of a Chinaman and the man was kept in gaol for three weeks. The Chinaman said he knew nothing about the suit being brought.

His Honour said that at the last hearing he had asked for all the information possible bearing on the case and he was going to have it, if he had to ask the questions himself. The questions of Mr. Holcomb were quite in order as having an important bearing on the case.

Mr. Brooks said that was his case.

J. W. Winklebach, sworn, said he first started the advertising business in Manila and as it was a success, he thought it would also go in Shanghai. He had no money at the time so he spoke to Mink about the scheme and he said he would go into it. Mink was to furnish the money, furniture, money for witness's personal use and attend to the office and handle the funds while witness did the outside work. Witness secured most of the ads. Mink only got four or five. He was simply to do the inside work and furnish the money and keep the books. He was to supply witness with funds until some came in from the business. Mink knew witness was in debt and said he would get a compradore to supply money so witness could clear himself. The money was advanced and then Mink tried to pump the compradore. Mink knew that witness owed money to Biddle. Witness had to leave the Metropole for that reason and he went to live at Mink's house and paid $60 per month. Later on he was moved to a fine room upstairs which witness found was in the attic. Witness kicked and then he secured a better room at $90 per month. Biddle was interested with witness in a Chefoo contract, and witness gave him the mortgage so as to secure him his money. Biddle had asked verbally for payment. Ladow's Alcazar advertisement was secured by both witness and Mink. Mink told Ladow it was a good chance to get his money from witness. Ladow was to pay no cash. Mink said that both himself and witness would drink it up. It was a sort of liquid advertisement.



He had never received any monies for which he had not accounted. Some of the contracts were taken as off sets against bills. Witness was sick for six weeks and Mink bought medicine for him. Witness had a bill at Ching Su Ho's for $50. He was charged on the books of the company with $90. He had contracted some other debts there which were paid in advertising. Mink threatened to punch witness's head and called him vile names. He was going to punch witness one day and Walker came in and when Mink saw an able bodied man, he changed his mind about the punching. Witness did nearly all the work and secured nearly all the privileges. He did not know who was responsible for the picture of the lady in Social Shanghai. Witness had a judgment given against him in Court and was taken to the Consulate and locked up for three weeks. Mink called and pretended to be the best friend witness had in Shanghai. He suggested that witness should assign his rights and skip out of Shanghai. He said he could fix it for witness to get out for a couple of days and then he could skip. He said if witness got to Woosung he could get a ship and no one would bother. He offered $100 and then raised it to $150. Witness told him to come again as he wished to have a witness to the conversation. The next time he came witness spoke quite loud, but Mink spoke low. The cell door kept opening and Mink closed it three times. This conversation took place in the big cell. Mink said Brooks would get witness out of gaol. Mink and witness tried to grasp the papers that were being talked about, but Mink seized the $150 first. He said he would keep witness in gaol. Witness told other people about Mink's proposition and it was told to Mr. Holcomb who reported it to the Clerk of the Court. The carriage that was mentioned belonged to Mink. Witness thought that Mink ran a livery stable as he seemed to run most every thing. Mink offered to sell the furniture for $180.

At this stage, T. Freeman took the stand and on being sworn, said that a contract was made with Winklebach in Mink's presence. Winklebach said something about setting his account off against the advertisement. He could not say whether Mink heard this. He still had Winklebach's chits. They had not yet been paid. Witness had not paid his own account.

Cross examined by Mr. Brooks, the witness said he did not intend to pay his account until Winkleback's account was paid.

At this stage the Court adjourned till 2 p.m.

Shanghai 23rd Februry.

Before the Hon JAMES L. RODGERS, Consul-General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brook of Messrs, Andrews and Brooks appeared for the plaintiff, the defendant was represented by Mr. E H. Lammert while Mr. C. Holcomb appeared for a third party.

On resuming in the afternoon, Winkelbach said he had never been able to examine the books, although he had asked to be allowed to do so. Witness desired that a Receiver should be appointed to go into the whole matter of the Billposting business.

Witness was then cross-examined at great length by Mr. Brooks.

Chang kee, contractor for bill boards, said it was not at his desire that Mr. Winkelback should be put in gaol, as that would destroy his chance of making money with which to pay witness. He did not give Mr. Brooks any authority to arrest Winkelbauch.

Mr. Brooks admitted that witness had not paid him any fees or any money for Winkelbach's board while in gaol. He took all the responsibility in the case. In the event of a man being likely to go away counsel had to follow the law as he found it.

Mr. L. Walker, who was in the employ of the Billposting Co., and a co-partner with Mr. Mink, next gave evidence as to the books, etc.

Mr. F. Chapman, Mr. Hart (of Messrs, Cainadan and Hart,) Mr. J.A. Beaven, and Mr. Mackenzie, also gave evidence.

The case was adjourned until Monday at 10 a.m.

AMERICAN CONSULAR COURT.

Shanghai, 13th February.

Before the Hon. JAMES L. RODGERS, Consul-General.

A. G. MINK V. J. W. WINKELBACH.

Mr. F.M. Brooks of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendants was represented by Mr. E.H. Lamme, while Mr. C. Holcomb appeared for a third party.

The following are the pleadings in this case :—

PETITION.

Now comes the plaintiff, A. G. Mink, and complaining of the defendant, alleges :

1. That both plaintiff and defendant are citizens of the United States of America, residing in Shanghai in the Empire of China.

2. That on or about the 26th day of September, 1905, plaintiff and defendant agreed to enter into a co-partnership for the purpose of conducting a Billposting and Advertising company in Shanghai, China, and drew up and signed a Memorandum of Agreement in words and terms as follows :—

Co-partnership between A. G. Mink, and J. W. Winkelbach.

It is agreed between A. G. Mink and J. W. Winkelbach that they form a co-partnership for the purpose of conducting an advertising and billposting business in Shanghai and vicinity.

"It is agreed that the actual expenses of the business of every name and nature shall be deducted from the gross profits, the balance of the profits being equally divided.

"The name of this co-partnership shall be The Shanghai Advertising and Billposting Company, A. G. Mink and Co., Managers.

"It is further agreed that the said J. W. Winkelbach's interest with A. G. Mink is confined to the specific business above stated.

"This agreement to remain in force indefinitely and can be cancelled by mutual agreement.

"It is also agreed that all moneys from any source due and payable to this co-partnership for advertising or any other cause shall be accounted for and payable to said A. G. Mink & Co., as Agents of the co-partnership, on the day of such collections being made and both partners to this agreement do so agree to report and pay in to the office of A. G. Mink & Co., any collections that each or both shall make.

"It is further understood that said A. G. Mink of this co-partnership and of A. G. Mink & Co. shall be the Secretary and Treasurer of the Shanghai Advertising and Billposting Company.

"It is further agreed that if either party to this agreement fail to account each day for moneys collected, his interest in this concern shall cease and all rights shall be vested in the remaining partner."

(Signed) A. G. MINK.

(Signed) W. J. WINKELBACH.

Witness: J. Walker.

Witness: K. Sato, 257 Boone Road.

3.—That in addition to said written memoranda it was understood and agreed between the plaintiff and defendant that when money was required in the interest of said business it should be contributed equally by the co-partners, and that each and both of them should give their time and attention to the promotion of said business.

4.—That the defendant, J. W. Winkelbach, has wholly failed and refused to keep the covenants of the Agreement on his part to be performed, and has failed to contribute any money to said business or to devote his time to the promotion of same, but on the contrary has done no work for the benefit of said co-partnership and has overdrawn his account with said co-partnership in the sum of dollars nine hundred and forty-two.

5.—That through defendant's refusal to keep his contract, plaintiff has been greatly damaged in said co-partnership business and has been forced to expend large sums of money to keep said business on a proper footing and has been forced to devote his entire time, to the detriment of other business interests, to this business.

6.—That on or about the 17th day of December, 1905, plaintiff alleges on information and belief, said defendant J. W. Winkelbach mortgaged to one C. Biddle all his right, title and interest in and to said co-partnership, without the knowledge or consent and against the will of the plaintiff herein, thereby breaking his contract of co-partnership.

Wherefore plaintiff demands judgment against defendant that the aforesaid contract of co-partnership be cancelled for breach of contract by the defendant, and that said defendant be declared by the Court to have no further interest in said co-partnership.

ANSWER.

Comes now the defendant and for answer to the plaintiff's petition, says :—

1.—That he admits the allegations in paragraphs one (1) and two (2).

2.—In answer to paragraph three (3) of said petition, this defendant denies that it was ever understood and agreed between the plaintiff and defendant herein, that when money was required in the interest of said business, it should be equally contributed by the said partners; but this defendant alleges and avers the fact to be, that it was agreed and understood by and between the partners, that whenever any money was needed for, in, or, about said business, the same was to be furnished and advanced by the plaintiff.

3.—This defendant denies all the allegations contained in paragraphs four (4) and five (5) of said petition.

4.—The defendant admits that he did on the 7th day of December, 1905, execute and deliver a mortgage to C. A. Biddle for the purpose of securing certain monies due from this defendant to the said C. A. Biddle; but said mortgage, or conveyance was so made solely for the purpose of securing said monies so due from this defendant to the said C. A. Biddle and did not in any wise, or, in any manner interfere with the conduct of said business by this defendant.

And this defendant further answering said paragraph six (6) of the petition, denies that the said mortgage was made without the knowledge, or consent of the said plaintiff.

5.—And the defendant further answering, says:—That at the time of the entering into said agreement set forth in plaintiff's petition, the said plaintiff well knowing that this defendant had no actual cash on hand did agree to furnish and advance whatever sums of money might be necessary for the conduct of said business; and did further agree that he, the said plaintiff, would furnish the office for the conduct of said business and keep the books in connection therewith as his part of the capital and work in connection with the same and that this defendant should make the contracts and generally manage and control the outside business and look after such advertising and bill-posting.

6.—That since the commencement of said business under the said contract, the said plaintiff has collected and received large sums of money for and on account thereof amounting, as this defendant is informed and believes, to about seven thousand (7,000.00) dollars, and as this defendant is informed and believes the legitimate expenses and charges against said business have not been to exceed the sum of three thousand (3,000,00) dollars, the items and amounts of which this defendant is unable to furnish because of the failure of the said plaintiff to keep proper books and accounts and to render proper statements of the condition and affairs of said business; but this defendant is informed and believes and upon such information avers and alleges the fact to be, that the said plaintiff has received large sums of money in connection with said business, has appropriated the same to his own use and has caused false entries and charges to be made in the books in connection with said business and has in every way endeavoured to cheat and defraud this defendant.

7—That this defendant has not had access to the said books, imperfect and incorrect as they are, but is informed and believes that the said plaintiff is largely indebted to the said partnership, the exact amount of which can only be ascertained upon a full investgation of the books and affairs of said business.

And of cross-complaint, this defendant complains of the plaintiff A. G. Mink and for cause of cross action alleges and says:—

1—That all the parties hereto are citizens of the United States residing in Shanghai, China,

2—That the said A. G, Mink and this cross complainant did enter into the written agreement for the purposes as set forth in the original complaint herein.

3—That it was agreed by and between the parties, in addition to the said written memorandum of agreement, that the said A. G. Mink should furnish whatever money was necessary for the commencement and carrying on of said business and that in a division of the work and labor in connection with said business, the said A. G. Mink was to furnish the office, take charge of and keep the books and look after the financial affairs of the business, while this cross-cross complainant was to look after and obtain contracts, see to the execution and carrying out of the same and both parties were to do all things necessary and proper for the furtherance of the interestes of said business.

4.—That this cross-complainant did proceed with said business, did procure large contracts, did erect sign-posts, bill-boards, and procure facilities for advertising in Shanghai and did make large and valuable contracts for advertising and did all things necessary, right and proper to be by him done in connection with the said business, believing that he, the said A. G. Mink, would do likewise. That the capital required for the commencement of said business was only such as was necessary to erect certain signs and bill-boards which amounted to less than two thousand (2000.00) Mexican Dollars, but instead of the same being paid for in cash, it was procured on credit and there were no other legitimate expenses connected with said business requiring immediate cash capital,

5.—That thereafter the said business was so conducted and this cross-complainant did so execute the said contracts so made with various advertisers, that large sums of money were paid to and received by the said A. G. Mink, which said sums were largely in excess of any requirements necessary for the payment of all of the debts and obligations of the said business and said sums were so received by the said A. G. Mink and appropriated by him and never properly applied to the payment of the indebtedness of the said Company; not did he, the said A. G. Mink, keep proper books or, accounts of the business of said Company, but on the contrary, when monies were received, put the same in his own pocket and never had the same credited upon the books and did make false and fraudulent charges and entries in said books and did charge the said business with the payment of sums and monies which he the said A.G. Mink had never paid and which was never due, or, owing and did in every way endeavor to cheat and defraud this cross-complainant out of his rightful interests in and to the said business.

6.—And this cross-complainant further says:—that he is informed and believes that there is certain indebtedness outstanding against the said business and that there are no assests other than the contracts for advertising, out of which the same can be paid and that the said A G. Mink is not only making false entries and charges against the said business, but is wholly incompetent to keep any proper books, or accounts and has never retained for any considerable length of time any competent book-keeper to do the same for him, but since the first of October, 1905, he has had four or five different book-keepers working upon said books and has directed numerous changes and alterations in the same, so as to make the same conform to his purpose and has taken and retained the money of the said business and appropriated the same to his own use and has failed and refused to account therefor.

7.—That unless this Honorable Court shall appoint a Receiver and take possession of the books, property rights and contracts of the said Company that creditors of the said Com-

pany will be left without any fund out of which their claims can be paid and this cross-complainant will be cheated and defrauded out of his interests in and to the said business which interest the cross-complainant alleges to be of the value of at least five thousand (5000,00) Mexican Dollars.

Wherefore this cross-complainant prays:—

That this Honorable Court will appoint a Receiver to take and receive all the property, rights etc., in action and contracts in anywise belonging to the said, The Shanghai Advertising and Bill posting Company and property of every kind, or, character whatsoever, or, in which the said company may have any interest.

2.—That the said A. G. Mink be enjoined from in any wise interfering with the said business, or, such Receivers possession, or, conduct thereof.

3.—That the Court will order and direct such Receiver to make a full and complete accounting and statements as to the condition of the said business and the accounts thereof.

4.—That the said A. G. Mink be ordered to appear before this Court at a time stated and make full report of all monies collected by him for, or on account of said business, together with all expenditures in connection with the same, together with the necessary vouchers and receipts showing for what such monies were so expended.

5.—That this cross-complainant have judgment against the said A. G. Mink for the sum of five thousand (5000,00) Mexican Dollars and any additional sum which may be found due from the said A. G. Mink, for his costs and all further proper relief.

Mr. E. H. Lamme addressed the Court at some length and said that the matter was purely a question of equity and was a matter for the discretion of the Court. The question of the mortgage could only be decided by the Court. Mr. Biddle would have to come before the Court and prove his rights.

Mr. F. M. Brooks addressed the Court in reply and in the course of his remarks said that some of the statements made were correct. His learned friend had said that he could bring decisions to the Court in support of his contentions. Counsel would defy him to search all the law libraries in Shanghai and he would not find one that had been given either in England or America. Mr. Biddle could not be forced into partnership with Mr. Mink. Winklebach had broken the partnership agreement by converting the firm's monies to his own use. He broke it by signing chits wherever he could in Shanghai. He did not turn in the monies to Mr. Mink as he should have done. Mr. Mink was acting as the secretary of the company and should have received all the monies collected. Instead of that the defendant had spent the money in riotous living and signing chits. Mr. Biddle had no right to appear in the suit at all. (Counsel here quoted numerous authorities in support of his contention.)

Mr. C. Holcomb addressed a few remarks to the Court and said that the mortgage was a bona fide one and was registered in the American Court as such. Mr. Biddle and other parties had a perfect right to appear in Court and should be allowed to appear as parties to the suit and they had an absolute right to foreclose on the mortgage. Winklebach had given Mr. Biddle the right to foreclose on the mortgage when he saw fit.

His Honour said he did not intend to decide the matter at once as he wanted to look the matter up very carefully.

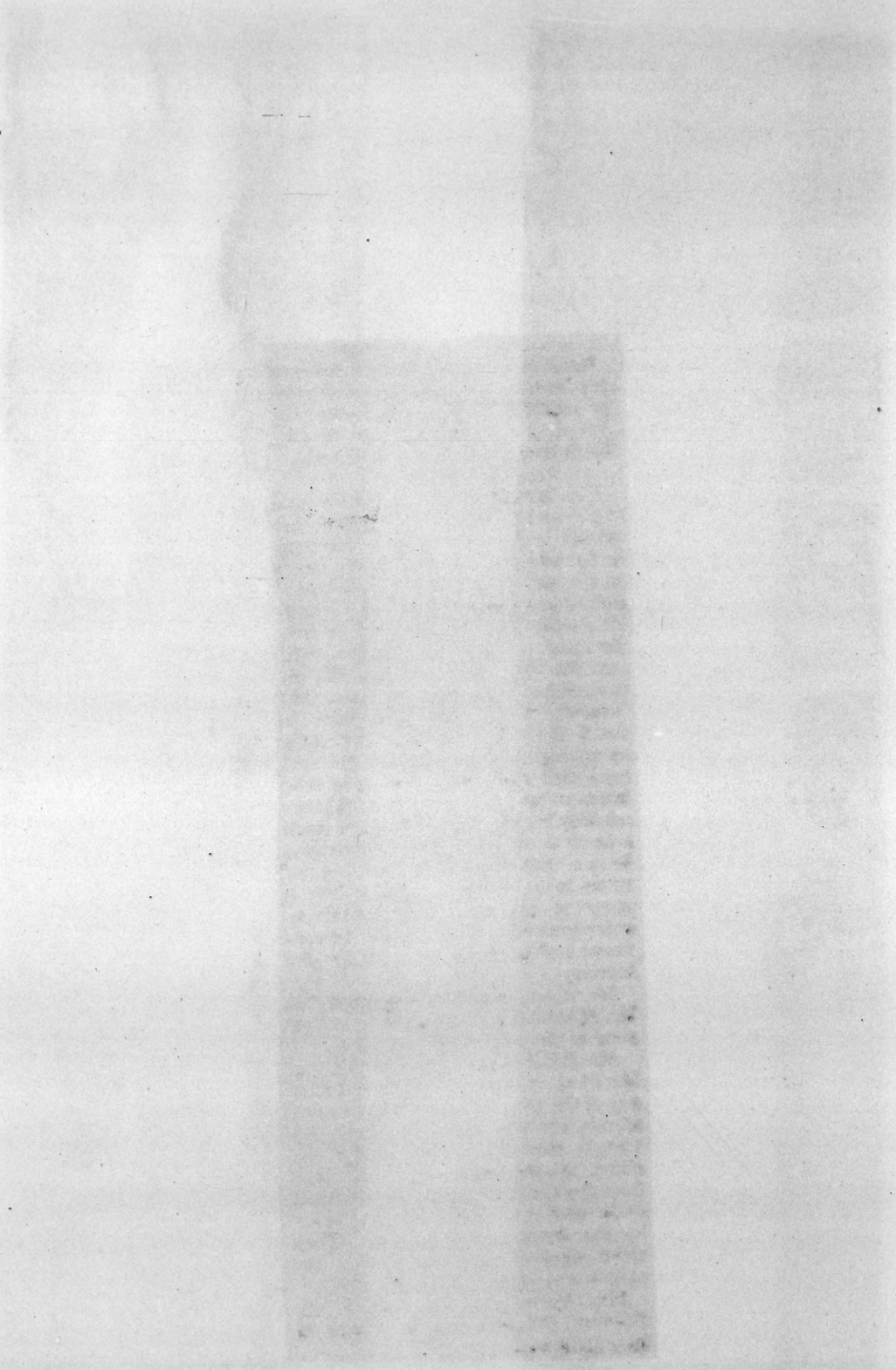
Mr. Lamme said he would apply for an injunction against the plaintiff and ask to have the books of the firm placed in the custody of the Court as he beleived that if they remained another six hours in the hands of the plaintiff they would be spirited away or disposed of. He had sold his law and collection business and was now making an effort to sell the advertising business. Therefore Counsel would like to ask that a receiver be appointed, as if the business was disposed of there were a lot of people who would lose their money.

Mr. Brooks said that the statements made by Mr. Lamme were absolutely false. The books were in perfect order. They were well kept and an expert book-keeper was employed by the plaintiff to look after them. All the money in the firm had been put up by Mr. Mink and Winklebach had never put in a cent. Counsel himself would put up a personal bond that the books would be produced when wanted by the Court.

Mr. Lamme said his information about the false entries in the books came from Mr. Walker who had bought the collection business and he told Counsel that an entry of $250 had been made and there was nothing to show for it. He would therefore ask that an injunction be issued.

Mr. Brooks said it was a great pity that a man's business should be ruined. As far as the injunction was concerned he was quite willing that it should be issued as he was perfectly satisfied that the books were in perfect order and that his client had no idea of running away. He was quite ready to go on with the case. He was ready to proceed this afternoon or any time the Court saw fit.

His Honour said he would inform the parties when he was ready to hear the case. In the meantime an injunction would be issued against Mr. Mink and his bookkeeper warned.



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A. G. MINK V. J. W. WINKLEBACH

Mr. F.M. Brooks of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme, while Mr. C. Holcomb appeared for a third party.

DECISION.

His Honour, in giving his decision in the above motion, said that a new motion had been filed by Mr. Lamme on behalf of Mr. Biddle to be a party to the suit. (His Honour here quoted authorities bearing on the case.) He said that he intended to hear the case upon its merits and see whether the contract of co-partnership had been violated and whether there was any cause to annul the said contract. As to the appointing of a receiver for the business, the case would first have to be heard on its merits and he would then see whether Mr. Biddle should be made a party to the suit. If during the trial he saw that Mr. Biddle had any interest in it, he would make him a party to the suit. The restraining order granted recently would be continued and an early date set for the hearing.

Mr. Holcomb said he understood that Mr. Mink was endeavouring to collect some of the bills owing to the firm.

Mr. Brooks said he was certain that Mr. Mink was not trying to embezzle any of the funds. Counsel was satisfied of this, and was willing to deposit any amount required as security for his client. All they wanted was a decision from the Court as to how the contract stood and they were willing to abide by the decision of the Court. They were prepared to proceed with the case at any time.

His Honour said he would set Tuesday, the 20th inst. at 10 a.m. to hear the case.

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Shanghai 20th February.

Before the Hon JAMES L. RODGERS, Consul-General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks of Messrs, Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme. while Mr. C. Holcomb appeared for a third party.

Mr. Brooks said he would like to have both cases tried together.

Mr. Lamme said he was quite willing.

Mr. Brooks addressed the Court at some length during which he said that the contract of partnership had been broke by Winklebach in giving the mortgage to Mr. Biddle. Mink furnished the money for the business and all expenses were to be deducted from the gross profits and the remainder were to be divided between the partners. Winkleback made certain contracts and collected the money and instead of turning it in, he used it for his own purpose in paying off old debts. The books etc. were also produced to show the accounts.

Mr.Holcomb in addressing the Court said, that he wished give a short history of the case from the forming of the company by the defendant who later on found he was short of funds and Mink came in and furnished some of the required capital. Mink was to have charge of the office while Winklebach was to attend to the outside work. Mink was to disburse the funds in a proper manner. Winklebach filled his part of the contract, but Mink did not fill his. It would be better for all concerned that a receiver should be appointed and the parties separated and certain creditors who had to be protected would get what they were entitled to. The partnership between the parties could not be dissolved by themselves. That would have to be done by the sound judgment of the Court after the case had been heard. The rights of all parties would then be protected and a dissolution and division of the essets should be ordered.

A. R. Leake, sworn, said he had been a charttered accountant since 1893. He had had occasion to wind up the affairs of business firms. etc. He had looked over the books of the firm in question since its formation up to January 1906. He had to estimate the amount of some of the accounts. He had seen no evidence of Mink's books being falsified. There was no suggestion of fraud.

By Mr. Holcomb: The report was made from the old and new books. The accounts went to a certain date in the old books and were carried on the new books.

Mr. Holcomb said he would object to such a report going before the Court unless it was made entirely from the old books. It was wrong if any of the errors in the old books were made to conform to the entries in the new books.

Mr. Brooks said he was willing to produce any books and every scrap of paper or memorandum the Court wished and he defied Counsel to find any trace of hiding anything.

His Honour, said that Mr. Leake had stated he saw no evidence of fraud and nothing wrong with the books, therefore the report would be accepted.

Witness continuing, said he had not a written report. He had not charged for the Bulletin and bill boards and lumber as he considered them part of the capital. He had charged a certain proportion for deteriotion. There was a net profit of $624.78, from November to the 31st January. He took out the gross profits and defibed the expenses. Mink was defibed with $924.36. The liabitities were $978.45. They were for stationary, printing etc., according to the cash book there was due to Mink the sum of $2,000 odd. He estimed the profits to be about $227.00 for one month.

By Mr. Holcomb: If there were valuable contracts in the firm and a dissolution took place, a certain allowance should be made for the surviving partner.

He would not consider the unexpired portion as part of the assets. In the winding up of a firm he would give a certain benefit to the retiring partner for existing contracts. The money of the business was obtained from advertising. The earned portion of the contracts were the only assets. He would only take into consideration that part of the contract which had been earned and collected.

His Honour said that was quite right, That was the rule in America and elsewhere.

Witness (continuing) there was no charge of $250, in any of the books. If that sum had been paid, it would have appeared in the cash book.

Mr. Lamme, said Mr. Walker had claimed that he had been instructed by Mr. Mink to make an entry of that amount.

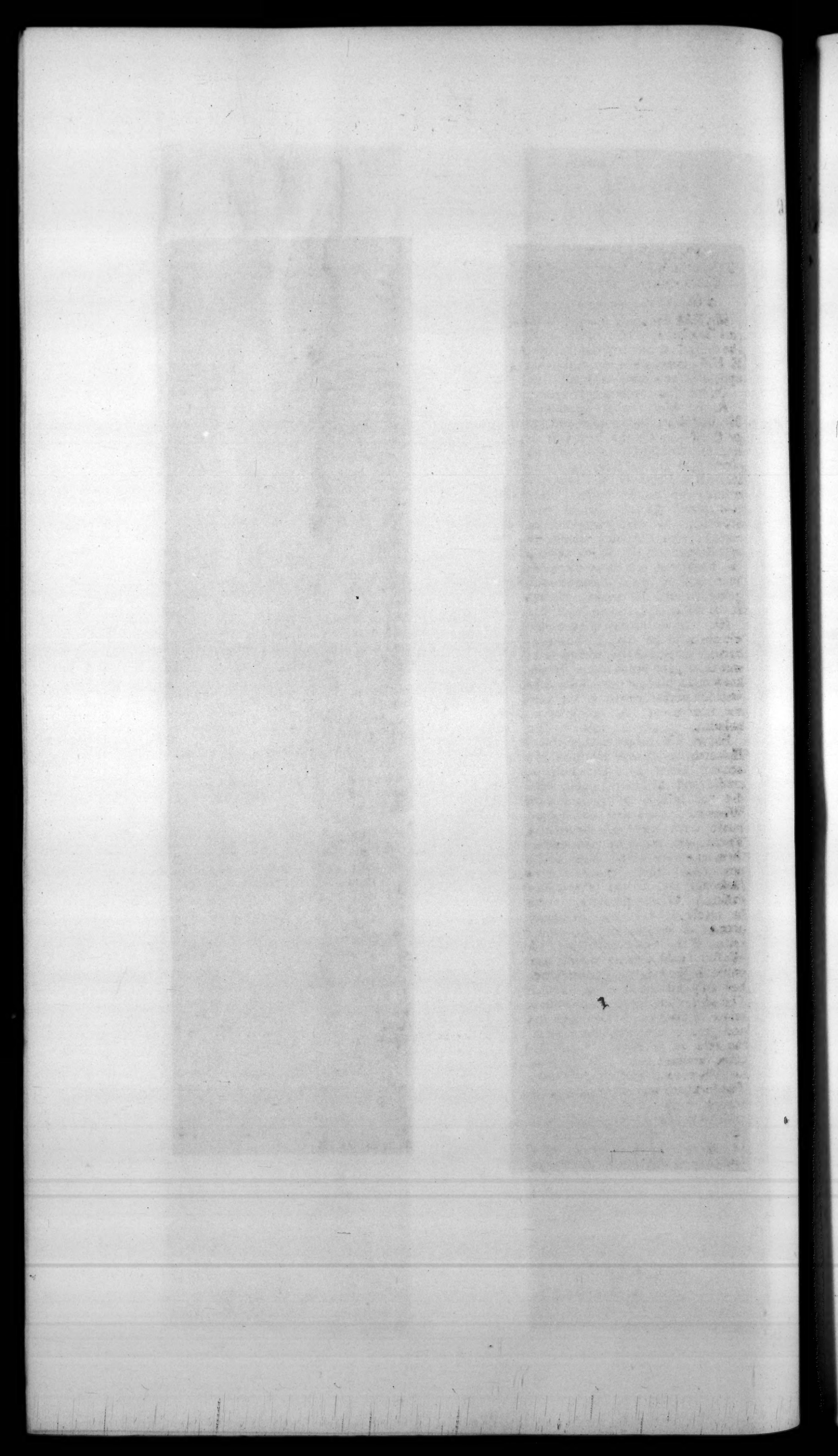
Mr Brooks, said Mr. Walker had denied making any such statement. Ho would be in Court and would swear that he had never made such a statement.

Mr. Lamme said Walker was keeping that up his sleeve when he settled up with Mink.

Witness (continuing) there were various amounts entered in the books. There had been no attempt made to balance the books. There had been no attempt made to falsify the books, nothing had been kept back.

By HisHonour—It appeared that the books have been kept in a very slipshod manner. I thought they were trying to save expenses by not hiring a book-keeper. Some of the entries were made in ink and some in pencil. The entries for $850 could not have been for a book-keeper, $750 would have been the proper charge for keeping the accounts. They might have had a Portuguese for $100 per month.

A. G. Mink, sworn, said that he entered into a contract with Winklebact in September 1905. They proceeded together with the business. Witness supplied all the money and furniture as Wilklebach did not have a cent.



Shanghai 20th February
Before the Hon JAMES L. RODGERS,
Consul-General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks, of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme, while Mr. C. Holcomb appeared for a third party.

On the Court resuming at 2.30 p m. A. G. Mink, cross examined by Mr. Holcomb, said he advanced $3,000 or $4,000 to the business out of his own personal funds. The books would show how much money he had put in. All the cash he had put in was entered up in the books. He was now about $2,300 out of pocket according to Mr. Leake's statement. From the start of the business it had cost him $3,000 or $4,900. He could not tell what moneys had been received by the business without going through the books. He looked at the books from day to day.

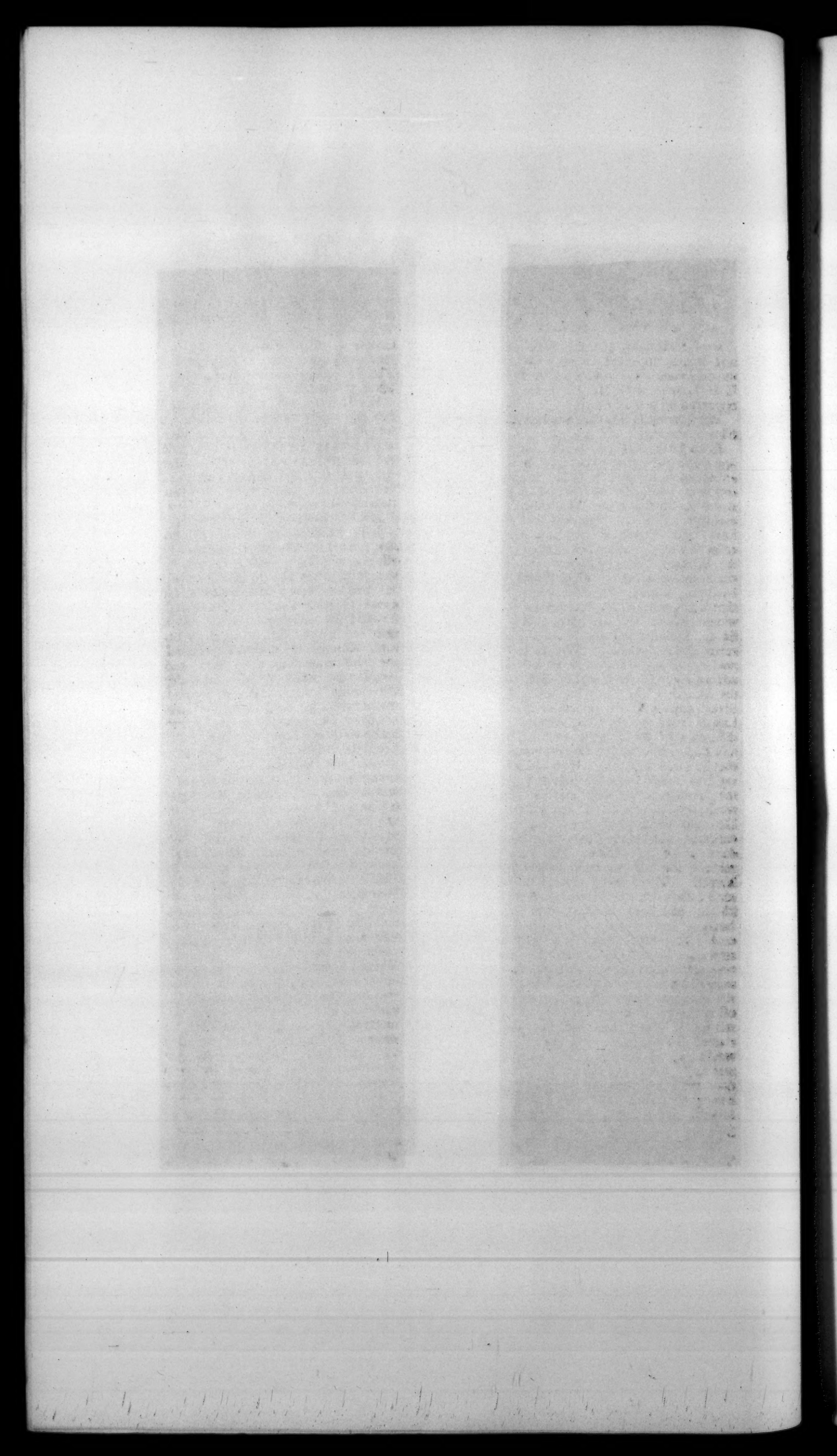
His Honour closely questioned the witness as to the figures shown in the balance sheet, but the witness said he was not a good accountant. He simply knew enough about the books to know what the various entries meant. He did not understand the taking of a trial balance.

Shown his ledger account by Mr. Holcomb, the witness said that in that account about $715 appeared to his credit and $65 to his debit, but this did not include all the advances. When the business first commenced, the books were kept in a different way. There was no bookeeper employed then, as witness did not think the business could then afford it. (Mr. Holcomb put in the ledger as an exhibit.) Witness paid out more than he received. He could produce an account of moneys expended and received if the Court so desired. Mr. Walker could explain certain pencil entries in the ledger. The compradore had only advanced about Tls. 160. The advertising business used the premises of Messrs. A. G Mink & Co. and paid a proportionate amount of the rent. A. G. Mink & Co. had the office furniture before the advertising and bill-posting business was started. The furniture was charged to the bill-posting business at $600. It was entered in the books as $1,200, but Mr. Leake suggested that it should be $600. Witness gave himself authority to charge for this furniture. There was no money to take out of the business and put into his own pocket. He thought the furniture was fully worth $600. It included a safe, a Pittsburg typewriter, five cane and two arm chairs, two large desks, matting, fixtures, and pictures. Witness gave up most of his time to the bill-posting business. Winkelbach lived with witness for some time, paying $75 for a small room, and later $90 for a large room. The carriage, for which the business was charged, was used in the business. The tyres had to be replaced after an accident with the fire ladder truck. He thought it was quite fair to charge this to the company. Witness denied all knowledge of Winkelbach's chits being set off against advertisement contracts with the Alcazar, St. George's Bar, etc. He never consented to this arrangement. He thought the Court could best judge whether these amounts, aggregating in all about $500, were very small. As far as witness knew Beaven was a friend of his. He had had no trouble with him at all. He had never given Beaven a cheque and then repudiated it. Witness had collected some money since the 13th inst. The $600 for furniture was included in the balance the company owed witness. He also owed the compradore some money for the bill-posting business.

The Court at this stage adjourned until next day at 2 p.m. Mr. Brooks undertaking to furnish certain documents and lists of contracts desired by the Court.

Shanghai, 21st February.

On the Court resuming this afternoon, Mr. A. G. Mink was subjected to a rigid cross examination by Mr. Holcomb, in regard to certain contracts and a proposition the witness was alleged to have made to Winklebach to assist him to break out of the American gaol and assist him to leave Shanghai. The witness denied all the allegations and said that he had not been driven out of the cell by Winklebach brandishing a pair of handcuffs. He had no idea how Winklebach was going to get out of gaol. He had never said that he put Winklebach in gaol and never said he would keep him there unless he signed a quit claim to the business. The Court sat till 4 p.m. when the case was adjourned till Friday, the 23rd inst., at 10 a.m.



Shanghai, 23rd February.

Before the Hon. JAMES L. RODGERS, Consul-General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks, of Messrs. Andrews and Brooks, appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamme, while Mr. C. Holcomb appeared for a third party.

The hearing in this case was resumed this morning.

A. G. Mink was put on the stand again and subjected to a rigid cross examination by Mr. Holcomb, in the course of which he said he had not written to Chefoo about Winklebach's accounts. The bill was sent to the Law and Collection Agency for collection but no notice was taken of it. Witness did not sign any paper compounding a felony while Winklebach was in gaol. He did ask him to sign a paper conveying his interest to witness If he had not been able to fix up his affairs witness would have returned the document. Witness had not signed any chits as a set off to advertising. He had signed $56 at the Alcazar. The place had ordered advertisements to the amount of $40. Last Monday he paid the Alcazar a difference of $4 or $5 in cash. He told Ladow that he did not want it said that he owed any chits. He could not say how much had been collected by the business since they started. It would be between $4.000 and $5.000. He could not say how much could be collected now as the Court case had done a lot of harm. He commenced the suit so as to exonerate himself. There were several thousand dollars due for bill posting. About $8.000 had been received from the business and witness. The books could show for certain. Winkleback secured a lot of business amounting to several thousand dollars. Witness also secured a number of contracts. Some of the work was secured by people in the office for which they received a commission. When the business was started Winklebach said that $200 would pay all his debts, but witness was sadly left. The threshold of the door was worn away by compradores coming to collect money from Winklebach. He did not have him put in gaol to rob or squeeze him.

Mr. Brooks said he objected to such questions being put to the witness.

Mr. Holcomb said he had proof to show that the witness had Winklebach put in gaol so that he could be ousted from the business. Mr. Brooks had Winklebach arrested on the alleged complaint of a Chinaman and the man was kept in gaol for three weeks. The Chinaman said he knew nothing about the suit being brought.

His Honour said that at the last hearing he had asked for all the information possible bearing on the case and he was going to have it, if he had to ask the questions himself. The questions of Mr. Holcomb were quite in order as having an important bearing on the case.

Mr. Brooks said that was his case.

J. W. Winklebach, sworn, said he first started the advertising business in Manila and as it was a success, he thought it would also go in Shanghai. He had no money at the time so he spoke to Mink about the scheme and he said he would go into it. Mink was to furnish the money, furniture, money for witness's personal use and attend to the office and handle the funds while witness did the outside work. Witness secured most of the ads. Mink only got four or five. He was simply to do the inside work and furnish the money and keep the books. He was to supply witness with funds until some came in from the business. Mink knew witness was in debt and said he would get a compradore to supply money so witness could clear himself. The money was advanced and them Mink tried to pump the compradore. Mink knew that witness owed money to Biddle. Witness had to leave the Metropole for that reason and he went to live at Mink's house and paid $60 per month. Later on he was moved to a fine room upstairs which witness found was in the attic. Witness kicked and then he secured a better room at $90 per month. Biddle was interested with witness in a Chefoo contract, and witness gave him the mortgage so as to secure him his money. Biddle had asked verbally for payment. Ladow's Alcazar advertisement was secured by both witness and Mink. Mink told Ladow it was a good chance to get his money from witness. Ladow was to pay no cash. Mink said that both himself and witness would drink it up. It was a sort of liquid advertisement,

He had never received any monies for which he had not accounted. Some of the contracts were taken as off sets against bills. Witness was sick for six weeks and Mink bought medicine for him. Witness had a bill at Chang Su Ho's for $50. He was charged on the books of the company with $90. He had contracted some other debts there which were paid in advertising. Mink threatened to punch witness's head and called him vile names. He was going to punch witness one day and Walker came in and when Mink saw an able bodied man, he changed his mind about the punching. Witness did nearly all the work and secured nearly all the privileges. He did not know who was responsible for the picture of the lady in Social Shanghai. Witness had a judgment given against him in Court and was taken to the Consulate and locked up for three weeks. Mink called and pretended to be the best friend witness had in Shanghai. He suggested that witness should assign his rights and skip out of Shanghai. He said he could fix it for witness to get out for a couple of days and then he could skip. He said if witness got to Woosung he could get a ship and no one would bother. He offered $100 and then raised it to $150. Witness told him to come again as he wished to have a witness to the conversation. The next time he came witness spoke quite loud, but Mink spoke low. The cell door kept opening and Mink closed it three times. This conversation took place in the big cell. Mink said Brooks would get witness out of gaol. Mink and witness tried to grasp the papers that were being talked about, but Mink seized the $150 first. He said he would keep witness in gaol. Witness told other people about Mink's proposition and it was told to Mr. Holcomb who reported it to the Clerk of the Court. The carriage that was mentioned belonged to Mink. Witness thought that Mink ran a livery stable as he seemed to run most every thing. Mink offered to sell the furniture for $180.

At this stage, T. Freeman took the stand and on being sworn, said that a contract was made with Winklebach in Mink's presence. Winklebach said something about setting his account off against the advertisement. He could not say whether Mink heard this. He still had Winklebach's chits. They had not yet been paid. Witness had not paid his own account.

Cross examined by Mr. Brooks, the witness said he did not intend to pay his account until Winkleback's account was paid.

At this stage the Court adjourned till 2 p.m.

Shanghai 23rd Februry.

Before the Hon JAMES L. RODGERS, Consul-General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brook of Messrs, Andrews and Brooks appeared for the plaintiff, the defendant was represented by Mr. E. H. Lamm: while Mr. C. Holcomb appeared for a third party.

On resuming in the afternoon, Winkelbach said he had never been able to examine the books, although he had asked to be allowed to do so. Witness desired that a Receiver should be appointed to go into the whole matter of the Billposting business.

Witness was then cross-examined at great length by Mr. Brooks.

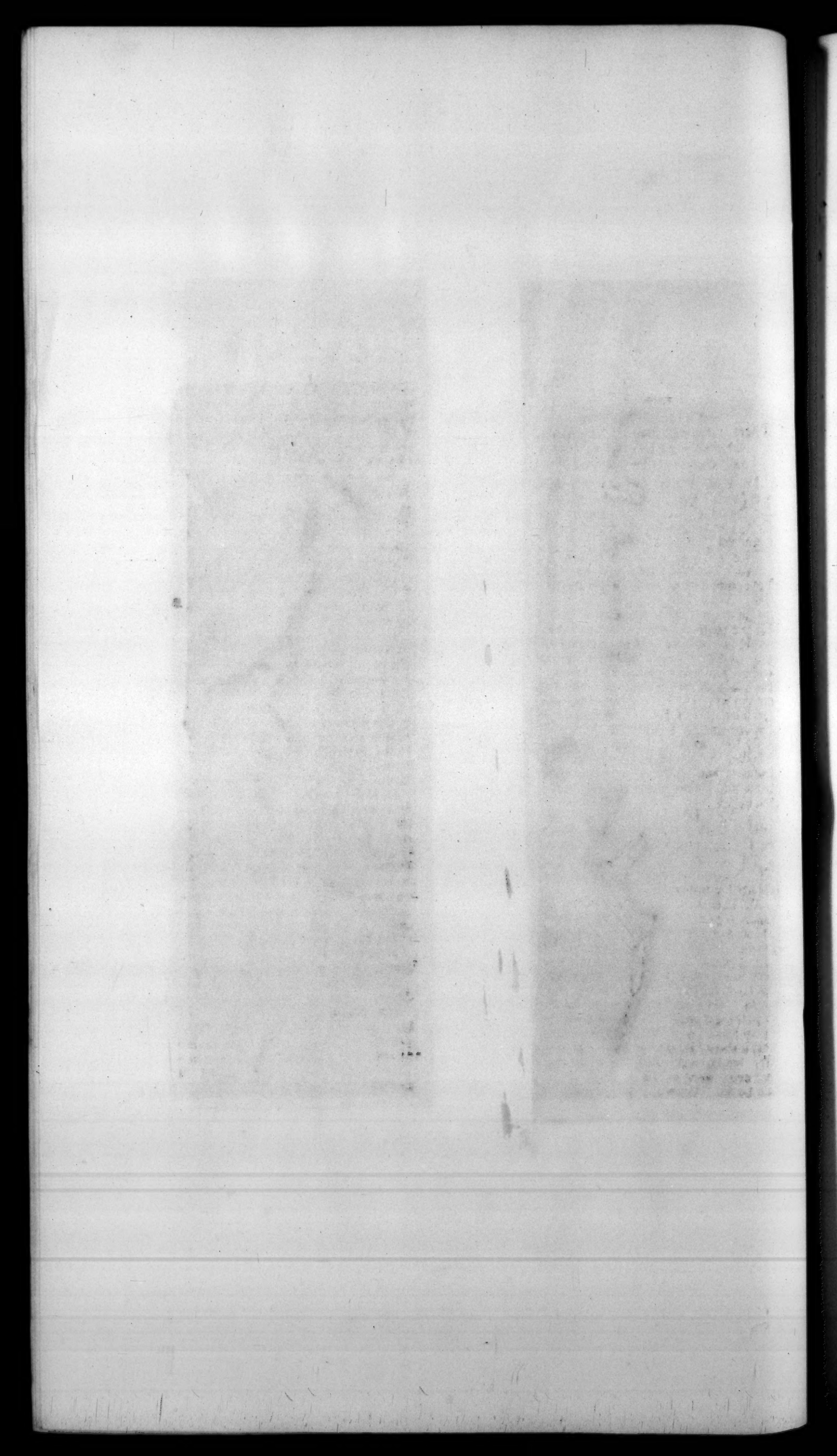
Chang kee, contractor for bill boards, said it was not at his desire that Mr. Winkelback should be put in gaol, as that would destroy his chance of making money with which to pay witness. He did not give Mr. Brooks any authority to arrest Winkelbauch.

Mr. Brooks admitted that witness had not paid him any fees or any money for Winkelbach's board while in gaol. He took all the responsibility in the case. In the event of a man being likely to go away counsel had to follow the law as he found it.

Mr. L. Walker, who was in the employ of the Billposting Co., and a co-partner with Mr. Mink, next gave evidence as to the books, etc.

Mr. F. Chapman, Mr. Hart (of Messrs, Cainadan and Hart,) Mr. J.A. Beaven, and Mr. Mackenzie, also gave evidence.

The case was adjourned until Monday at 10 a.m.



Shanghai, 26th February.

Before the Hon. JAMES L. RODGERS, Consul General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks of Messrs, Andrews and Brooks appeared for the plaintiff, the defendant was represented by Mr. E, H. Lamme while Mr. C. Holcomb appeared for a third party.

This case was resumed this morning.

W.L. Duncan, sworn said he had been employed as book keeper by the firm. When he started on the books he commenced with the current work. He tried to get a balance, but the books would not balance. Mink handled all the cash. Witness had his verbal authority to make entries in the books. He asked Mink for vouchers but did not get any. He did not remember the furniture item of $1200. He made up the accounts by order of Mink.

By Mr. Brooks: I could not say whether Winklebach looked at the books or not. Mink never gave orders to me that Winklebach was not to see the books.

By Mr. Holcomb: When I first went to work I assisted Walker. Later on I assisted in the Billposting office. I did no work for the Import Co. The wages were charged to the Billposting business.

Mr. Hickmott, sworn, said he was a book-keeper. He took the books over in January. They were in a muddled condition. Entries were made in the wrong place. He did not make any cross entries so as to arrive at a balance. He could make a trial balance from the books. He entered up the new books from the old ones. The $1.200 was put in by Mink's order and he told witness that it should have been entered before. The books with the exception of that one entry were an exact copy of the old books. Witness received and paid out all monies. He took Mink's signature for all cash handled, otherwise he would not have taken over the books.

By Mr. Brooks: There was no evidence of falsification in the books. Winklebach never examined them.

By Mr. Holcomb. There were vouchers for nearly all the entries. I know nothing about the old books. There was no evidence of fraud.

H. Giller, sworn, said he was the manager of the N.C.D. News. He knew both the parties to the suit. The contracts were addressed to A. G. Mink & Co., Winklebach arranged the preliminaries and the contracts were concluded with Mink. Witness looked upon him as the responsible party for payments. (A number of letters were shown to witness bearing on the matter and on being recognised were handed to the Court as evidence.)

By Mr. Holcomb: I could not say at this distance of time whether Winklebach arranged matters or not. He called at the office several times. He once brought in a dumy advertisement. I looked to Mink for payments.

D. Daly, sworn, said he had a contract with Mink which was concluded by Winklebach. Winklebach signed over $20 worth of chits and then wanted it to be charged to the advertisement. Witness objected and said he wanted cash and when his own bill was due he would pay cash. Mink patronized witness and always paid cash.

Mr. Brooks said that was his case.

Messrs Lamme and Holcomb addressed the Court at some length.

Mr. Brooks then addressed the Court.

His Honour gave judgment this afternoon in which the plaintiff's petition is dismissed. A receiver will be appointed to the business, and Winkleback's claim for $5,000 is denied.

Shanghai, 26th February.

Before the Hon. JAMES L. RODGERS,
Consul General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks, of Messrs. Andrews and Brooks, appeared for the plaintiff; the defendant was represented by Mr. E H. Lamme while Mr. C. Holcomb appeared for a third party.

His Honour delivered the following judgment during the afternoon :—

JUDGMENT.

His Honour said he recognised the necessity for prompt action in this matter and would therefore deliver a brief verbal decision, and would prepare a detailed written judgment later. After reviewing the evidence, he said it did not justify a claim for the nullification of the partnership contract. With regard to the off-setting by Winklebach of his private chits against the advertisement accounts this had been condoned by Mink, who had also, on his own admission, done the same thing himself on some occasions. The general history of the business was as disgraceful as it could possibly be from a business standpoint. There was an utter lack of system in the keeping of the books, and Mink had apparently allocated to himself the right to make any charges he thought fit against the partnership without consulting his partner. Many of such charges were for his own personal benefit and not at all for the benefit of the partnership. There had been such a commingling of the assets of Mink's three businesses that it would be exceedingly difficult to separate and determine them. There was no evidence of negligence on Winklebach's part previous to his illness, and after the 17th of December he was not responsible for his neglect of work. The matter of Winklebach's imprisonment and Mink's visits to him in gaol were to be looked upon with the very gravest suspicion. He did not wish it to be taken that this was a vindication of Winklebach's character. He had already made some strong remarks on that in a previous case, but whatever Winklebach's misdeeds might have been in the past, it was no reason for depriving him now of his interest in this business. With regard to the mortgage to C. A. Biddle, the mortgage constituted a lien on Winklebach's interests in the business. If Biddle had foreclosed and attempted to assume control of Winklebach's share in the business a dissolution of the partnership must have ensued. But there had been no foreclosure and his Honour did not think the giving of the mortgage called for a dissolution. The plaintiff's petition would be dismissed with costs against the plaintiff. The application for the appointment of a receive would be granted, and Winklebach's claim for $5,000 would be denied.

In reply to Counsel, his Honour said that on the application and agreement of the proper parties he would appoint a receiver to determine the assets and the status of the business and make a full investigation, and he would issue all the necessary restraining orders. The business must be continued in the meantime. It was a valuable business and must be continued with a view to disposing of it.

Counsel said they thought they could agree upon a receiver, and would communicate with his Honour at 2 p.m. next day.

Shanghai, 26th February.

Before the Hon. JAMES L. RODGERS, Consul General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks of Messrs, Andrews and Brooks appeared for the plaintiff, the defendant was represented by Mr. E, H. Lamme while Mr. C. Holcomb appeared for a third party.

This case was resumed this morning.

W.L. Duncan, sworn said he had been employed as book keeper by the firm. When he started on the books he commenced with the current work. He tried to get a balance, but the books would not balance. Mink handled all the cash. Witness had his verbal authority to make entries in the books. He asked Mink for vouchers but did not get any. He did not remember the furniture item of $1200. He made up the accounts by order of Mink.

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Mr. Brooks then addressed the Court.

His Honour gave judgment this afternoon in which the plaintiff's petition is dismissed. A receiver will be appointed to the business, and Winkleback's claim for $5,000 is denied.

Shanghai, 26th February.

Before the Hon. JAMES L. RODGERS, Consul General, sitting as Judge.

A. G. MINK V. J. W. WINKLEBACH.

Mr. F.M. Brooks, of Messrs. Andrews and Brooks, appeared for the plaintiff; the defendant was represented by Mr. E. H. Lamme while Mr. C. Holcomb appeared for a third party.

His Honour delivered the following judgment during the afternoon:—

JUDGMENT.

His Honour said he recognised the necessity for prompt action in this matter and would therefore deliver a brief verbal decision, and would prepare a detailed written judgment later. After reviewing the evidence, he said it did not justify a claim for the nullification of the partnership contract. With regard to the off-setting by Winklebach of his private chits against the advertisement accounts this had been condoned by Mink, who had also, on his own admission, done the same thing himself on some occasions. The general history of the business was as disgraceful as it could possibly be from a business standpoint. There was an utter lack of system in the keeping of the books, and Mink had apparently allocated to himself the right to make any charges he thought fit against the partnership without consulting his partner. Many of such charges were for his own personal benefit and not at all for the benefit of the partnership. There had been such a commingling of the assets of Mink's three businesses that it would be exceedingly difficult to separate and determine them. There was no evidence of negligence on Winklebach's part previous to his illness, and after the 17th of December he was not responsible for his neglect of work. The matter of Winklebach's imprisonment and Mink's visits to him in gaol were to be looked upon with the very gravest suspicion. He did not wish it to be taken that this was a vindication of Winklebach's character. He had already made some strong remarks on that in a previous case, but whatever Winklebach's misdeeds might have been in the past, it was no reason for depriving him now of his interest in this business. With regard to the mortgage to C. A. Biddle, the mortgage constituted a lien on Winklebach's interests in the business. If Biddle had foreclosed and attempted to assume control of Winklebach's share in the business a dissolution of the partnership must have ensued. But there had been no foreclosure and his Honour did not think the giving of the mortgage called for a dissolution. The plaintiff's petition would be dismissed with costs against the plaintiff. The application for the appointment of a receive would be granted, and Winklebach's claim for $5,000 would be denied.

In reply to Counsel, his Honour said that on the application and agreement of the proper parties he would appoint a receiver to determine the assets and the status of the business and make a full investigation, and he would issue all the necessary restraining orders. The business must be continued in the meantime. It was a valuable business and must be continued with a view to disposing of it.

Counsel said they thought they could agree upon a receiver, and would communicate with his Honour at 2 p.m. next day.

W. A.

RECD APR 2 '06 DEPARTMENT OF STATE

CONSULAR BUREAU APR 10 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. APR 6 1906

CONSULAR BUREAU.
PLEASE REPORT.

No. 124.

Consulate-General of the United States,

SHANGHAI, CHINA, March 2nd , 1906.

CHIEF CLERK APR 6 1906 DEPARTMENT OF STATE.

Mr. James L. Rodgers,

To the Department of State.

Subject: Equipment for American Militia Co. Shanghai.

Cons Eg'ton Apr 14/06

Abstract of Contents.

Confirming telegram and asking Department to endeavor to secure authority from War Department for issuance of necessary equipment from Manila for American Company of Shanghai Volunteers.

INDEX BUREAU APR 26 1906 FILED

No. 124.

Consulate-General of the United States,

SHANGHAI, CHINA, March 2nd , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegram of March 1st, reading as follows:

"Secretary of State,
Washington.
American Militia Shanghai unable to get necessary equipment Manila. Can you obtain the authority.
Rodgers."

In explanation of which I beg to state that the Quartermaster's Department at Manila refused my application for some of the minor equipment, stating that although they would like very much to supply our wants the authority would have to come from Washington, and that upon receipt of permission they would gladly ship theequipment to Shanghai. Therefore, at the request of the officers of the American Company I wired as above, hoping that the Department would take the matter up with the War Department and have the necessary authority given to the Quartermaster's Department at Manila. I beg to assure younthat a favorable outcome in this matter will be greatly appreciated by the Americans who compose the American Company of the Shanghai Volunteers.

I have the honor to be,

Sir,

Your obedient servant,

Geo. E. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Consular Bureau.

MEMORANDUM.

April 11, 1906.

Mr. Peirce:

When the Consul General's telegram was received it was sent to the Secretary of War with the request that if the possible the arms and ammunition be furnished. The Secretary of War replied that under the law the Department could only supply arms and ammunition for the protection of public monies and public property and therefore he was unable to grant the request. The Consul General has already been informed of this and also as to the cost at which the arms and ammunition may be purchased from the War Department.

ACKNOWLEDGE, MB.

FILE.

INDEX BUREAU RECD. APR 2 '06 DEPT. OF STATE

CONSULAR BUREAU APR 6 1906 DEPARTMENT of STATE

CONSULAR BUREAU.
PLEASE REPORT.

3rd ASST. SECRETARY. APR 6 1906

No. 125.

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th, 1906.

CHIEF CLERK APR 6 1906 DEPARTMENT OF STATE.

Mr. James L. Rodgers,

To the Department of State.

Mr Arnold appt'd temporarily

Subject:

Illness of Dr. Gracey, American Consul, Foochow.

Abstract of Contents.

Confirming telegrams on the subject and asking whether Mr. Arnold, Student Interpreter, Shanghai, shall be sent to relieve Dr. Gracey until arrival of Vice Consul.

INDEX BUREAU APR 9 1906 FILED

No. 125.

Consulate-General of the United States,

SHANGHAI, CHINA, March 5th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegram of March 1st, reading:

"Secretary of State,
Washington.
Gracey Foochow ill. Would recommend a leave of absence.
Rodgers."

And also to acknowledge receipt of your reply of March 3rd, reading:

"American Consul,
Shanghai.
Desirable Gracey remain Foochow until arrival of Vice Consul but if illness absolutely requires departure leave of absence is granted. Request British Consul to take charge archives. American interests.
Bacon."

And also to confirm my telegram of March 5th, reading:

"Secretary of State,
Washington.
Barchet just arrived. Shall I send Arnold to relieve Gracey temporarily.
Rodgers."

In explanation of which I beg to state that I was advised privately and by Dr. Gracey by wire that he is very ill and that it is absolutely necessary for him to leave his post as soon as possible, inasmuch as he is confined to his bed and the doctors insist upon absolute suspension of work. I had previously written to the Department endorsing Dr. Gracey's request for a leave of absence but upon receipt of later advices

and

and of a telegram from Dr. Gracey, I thought it best to telegraph. We have not heard as to when Mr. Baker, who has been appointed Vice Consul at Foochow, will arrive, but as Dr. Barchet has just reached Shanghai and as his presence will enable me to detach Arnold temporarily, I telegraphed the Department, thinking it would be more satisfactory to have an experienced American in charge until Mr. Baker arrived and after his arrival to see that he was properly instructed in the duties of the office. I will be glad to have Mr. Arnold assume this duty at Foochow, if the Department approves, for he is much run down with hard work here and it will give him a needed change.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dear Sir,

I have the honor to be,

Your obedient servant,

DIPLOMATIC BUREAU RECD. APR 2 '06 DEPT. OF STATE

CONSULAR BUREAU APR 3 11 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY APR 6 1906

No. 126.

Consulate-General of the United States,

SHANGHAI, CHINA, March 7th , 1906 .

CHIEF CLERK APR 6 DEPARTMENT OF STATE.

Mr. James L. Rodgers,

To the Department of State.

Subject:

Nanchang Massacre

Abstract of Contents.

Transmitting newspaper extract relating to the affair and communicating reported British demand.

DIPLOMATIC BUREAU APR 14 1906 FILED

No. 126.

Consulate-General of the United States,

SHANGHAI, CHINA, March 7th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith another account of the Nanchang massacre given by a Protestant Missionary, whose name is withheld. It should be observed that the Magistrate Chiang is dead, as are also the Jesuits concerned, and therefore a good deal of the various stories may be theoretical, although not so given.

The Chinese officials are now disposed to blame the Governor of the province for failing to give adequate attention to the trouble between the dates of February 22nd and 25th, this interim measuring the time between the wounding of the Magistrate and the assault by the mob.

It is stated here that the English will demand the punishment of the leaders of the mob, the payment of an indemnity and the opening of Poyang Lake to gunboats for the better protection of the mission stations in and around Nanchang.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Nanchang Massacre

"Evidence is to hand to show that Wang, a French priest, invited the Nanchang Magistrate to supper on Thursday, the 22nd of February, to discuss the Sinchang troubles of last year, which the Magistrate, Chiang, took a prominent part in adjusting. Several culprits were still at large, and the demand was for these men or a large sum of money; and six Catholics, implicated in a murder case some years ago, must be released. The Magistrate pleaded that he must get the consent of his superiors; he dared not take so much upon himself alone. He was pressed to sign an agreement; he refused, saying: 'Even if I did, I could not carry it out.' The priest, enraged, said that if he, Chiang, died the case would be easily settled. It seems Chiang tried to get away, but was detained in the guest hall, where it appears, a knife was put in his hand, with which he cut himself slightly—a horizontal cut, not deep. Almost immediately he was struck by a weapon in the hands, the magistrate thinks, of a coarse person, not the priest himself. The weapon was probably a pair of shears, inflicting a deep wound and cutting the œsophagus, so that swallowed food oozed out of the aperture. He fell, and was left lying there. His attendants had all been compelled to remain outside, as private business was to be discussed. Priest Wang hurried immediately to the Governor's yamên, and tried to bring a charge against the magistrate of suicide with intent to involve the Catholic Mission.

"During the priest's absence, the magistrate's underlings came in and found their superior lying in a pool of blood. Being unable to speak, he made signs, and a tablet was brought upon which he wrote asking for his brother to come immediately, also that no disturbance should be made, and naming Wang as the guilty party. His family, the prefect, and others soon arrived, and there was a notable scene. The Governor dispatched two hundred troops to surround and protect the premises, and prevent the escape of anyone. Before long the Provincial Judge arrived, and Wang and the magistrate were confronted, the magistrate pointing to Wang as the responsible person. Early next morning the wounded man was carried to his yamên. To have engaged a foreign doctor would have impaired his dignity, but he lingered on in a moribund condition.

"On Friday, the city was in a tumult. In fact, on Thursday at midnight every precaution was taken, and the dozen chapels, etc., in the city were guarded till daylight. Duplicity and treachery were so apparent that the populace grew wild. Efforts were made to induce the priest to give himself up, but they were unavailing. 'Give us three Chinamen,' the officials said, but this was also refused. Old scenes in Kiangsi were raked up, and the people grew bitter.

"On Saturday evening we were startled to receive a slip containing a printed notice calling on the officials, gentry, merchants, and students to meet at 10 a.m. on Sunday to discuss peaceable measures to be taken. On Sunday morning, despite the wind and rain, a huge gathering took place in a park where an ancestral hall is erected to the memory of the Governor who saved the city from the Taipings. Here is the heart of Kiangsi's patriotism. A man of of thirty odd years addressed the meeting, and said that the course to be pursued must be an enlightened one, and in accordance with law and order. The assembly shorted: 'No, we must destroy! Ta! Ta!' So much so, that there was no more speaking that day. By this time a huge crowd had also gathered at the Catholic premises within the city. The priest Wang was at dinner when the attack began. Several workmen on the premises state, that to create a diversion and leave open a way of escape, the priest himself set fire to a building in the rear. This fire was visible to the people in the park, and thousands hurried, bent on doing their worst. Wang escaped by the back door, and rushed into the house of a man prominent in Kiangsi railway circles. The house was wrecked, Wang escaping again by the back door. He made a valiant fight, but he was overpowered and beaten to death not far from the city gate. Five other French teachers in a Boys' School near by escaped out of the city, and endeavoured to hire a boat. Some coolies interfering, they hurried on, buying off their assailants as fast as the latter came up with them. Harder pressed, they rushed into a pond, where they were stoned to death. One tall man survived for some time, but no rescue came. Bleeding and chilled to the bone, he sank.

"While this horrible business was going on, another tragedy was enacted inside the city. Not far

from the back door of the Boys' School just mentioned was the entrance to the Brethren Mission occupied by Mr. and Mrs. Kingham (English) with two children. Morning service was still going on when Mr. Kingham was warned to flee. He came outside and was immediately attacked. His wife came running to him, and was struck down too. An officer of the City Guard coming by at the moment endeavoured to rescue them, and succeeded in getting them upstairs. But some friends came in and drove them with blows into the garden, whence both husband and wife rushed for safety into a pond in the garden. They were dragged from this and again beaten. Rescue came, and chairs were prepared to take them away, but the mob got the upper hand again, and they were taken once more into the house, the doors of which were sealed. But the seals were no use against the mob. Some men broke into the house at the back, and Mrs. Kingham was killed and thrown with her husband into the pond. Mr. Kingham had still some life in him, but he expired at about 7 p.m. They had been stripped of all their clothing, and their fate was as bitter as it could be. The plucky amah rushed down the street, bearing the youngest child in her arms. Though beaten and wounded several times about the head and face, she got her precious charge away uninjured. The elder child, a pretty girl, was fearfully injured about the head, but was still alive when the rescuing party got her on board the Governor's launch for Kiukiang. She has died since.

"About this time, the China Inland Mission, near which the French teachers were killed, was approached, but friends explained and interceded successfully, and finally the soldiers of the cavalry regiment charged the crowd and scattered it. The mob then rushed to the huge Catholic premises outside the city. The place was soon set on fire and destroyed. Its inmates, having had sufficient warning, all escaped. They were hidden away, also the China Inland Mission people, and they were all brought away at midnight, Miss Warr, of the Brethren Mission, but not in the same house as the Kinghams, had a narrow escape. She was escorted outside the city by the soldiers of the regular army to their camp. The Methodist Episcopal missionaries, being farthest removed, and early on the watch, got away easily. They were kindly cared for at the Provincial Mint, until boats were provided. The Governor prepared a steam launch, and early on Monday morning, of the Roman Catholics 5 women and 3 men; of the China Inland Mission 2 men, 2 women, and 3 children; of the Brethren Mission 1 woman, the Kingham baby, and the wounded girl; of the Methodist Episcopal Mission 2 men, 5 women, and 2 children; were all escorted to Kiukiang. Dr. Charles with his wife and two children took a native boat early in the day and made Wuchêng, on the way to Kiukiang, the next morning."

Nanchang Massacre.

"Evidence is to hand to show that Wang, a French priest, invited the Nanchang Magistrate to supper on Thursday, the 22nd of February, to discuss the Sinchang troubles of last year, which the Magistrate, Chiang, took a prominent part in adjusting. Several culprits were still at large, and the demand was for these men or a large sum of money; and six Catholics, implicated in a murder case some years ago, must be released. The Magistrate pleaded that he must get the consent of his superiors; he dared not take so much upon himself alone. He was pressed to sign an agreement; he refused, saying: 'Even if I did, I could not carry it out.' The priest, enraged, said that if he, Chiang, died the case would be easily settled. It seems Chiang tried to get away, but was detained in the guest hall, where it appears, a knife was put in his hand, with which he cut himself slightly—a horizontal cut, not deep. Almost immediately he was struck by a weapon in the hands, the magistrate thinks, of a coarse person, not the priest himself. The weapon was probably a pair of shears, inflicting a deep wound and cutting the œsophagus, so that swallowed food oozed out of the aperture. He fell, and was left lying there. His attendants had all been compelled to remain outside, as private business was to be discussed. Priest Wang hurried immediately to the Governor's yamên, and tried to bring a charge against the magistrate of suicide with intent to involve the Catholic Mission.

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Corr.

No. 127

File

Consulate-General of the United States,

SHANGHAI, CHINA, March 7th, 1906.

To Consulate 4/1/06

Mr. James L. Rodgers,

To the Department of State.

CHIEF CLERK APR 6 DEPARTMENT OF STATE.

Subject:

Shanghai branch Commercial Pacific Cable.

Abstract of Contents.

Giving facts as to opening of new cable service etc.

INDEX BUREAU APR 14 1906 FILED

No. 127.

Consulate-General of the United States,

SHANGHAI, CHINA, March 7th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that the Shanghai cable of the Commercial Pacific Cable Co. will be landed at Paoshan Point, just North of Woosung at the month of the Whangpoo River, or or about March 31st. The cable ship "Silvertown" is due at Manila on the 19th and immediately thereafter will start north paying out for Shanghai. When the service is opened on April 10th, there will be adirect line to Manila, Guam, Midway, Honolulu and San Francisco, thus affording to Shanghai much better telegraphic communication that has obtained through the Eastern Extension Australesia and China Telegraph Co, and its connections. The rates from Shanghai have not been announced.

The Commercial Pacific Cable Co. will occupy one third of the new telegraph building at No. 7 The Bund.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

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3rd ASST. SECRETARY. APR 6 1906

No. #

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 10th , 1906.

CHIEF CLERK APR 6 1906 DEPARTMENT OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ack Apr 11/06

SUBJECT:

Nanchang Massacre

ABSTRACT OF CONTENTS:

Transmitting newspaper extract relating to the affair.

INDEX BUREAU APR 14 1906 FILED

No. 1

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 10th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose herewith a newspaper extract which purports to give the official Roman Catholic and French version of the Nanchang trouble.

I have the honor to be,

Sir,

Your obedient servant,

Jay C. Rockhill

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Newspaper extract.

THE NANCHANG MASSACRE.

The Official Roman Catholic Account.

In Wednesday's "Echo de Chine" appeared a long account of the events leading up to the recent murders at Nanchang, and we now learn that this is the official report made by the Roman Catholic Bishop to the French authorities. It is too long to be reproduced *in extenso*, but we subjoin a *précis*.

At the outset it is explained that the late sub-prefect Chiang was seriously compromised on the occasion of the troubles at Sinchang, the arrangement made in regard to which he had failed to carry out, by releasing the chiefs of the guilty parties, and by promising, on his honour, immunity to two of those accused, who had come to Nanchang. This had been made the subject of complaint by the Mission to the French Consulate at Shanghai and also to the Legation at Peking. The sub-prefect had since endeavoured to extricate himself, without losing countenance with his superiors.

On the 17th of February he asked Mr. Lacruche to invite him to dinner at the Mission on the 22nd of that month to discuss this affair. It would be more easy, he said, to talk quietly at the Mission, and he would only bring two secretaries with him. On the 18th of February the sub-prefect sent presents and his card to the Mission, and announced that he would visit himself the next day. Mr. Lacruche thought he had been mistaken possibly as to the day the sub-prefect wished to dine, and prepared to receive him next day, but when Chiang arrived he refused to stop, and said it was the 22nd that he had arranged to dine at the Mission. He explained that his present call was to ask, as a favour, that the invitation to be sent to him should be expressed in threatening language, and that mention should be made of the possibility of a gunboat being sent to Nanchang if the Sinchang affair were not settled at once. The reason for the request was that the letter might be shown to Chiang's superiors who were to be led to think that he had been forced to give way under menaces. Mr. Lacruche caused a letter of invitation to be dispatched to the magistrate as requested, but refused to address it otherwise than in terms of politeness.

On the 22nd the sub-prefect arrived at the Mission at 3 p.m. All through the dinner he avoided reference to the Sinchang affair, but continually complained that he was not properly appreciated by his superiors. It was not until he had risen from the table that the magistrate mentioned the affair he had proposed to discuss, and he then propounded a series of conditions. Mr. Lacruche, who began to doubt if the magistrate had any authority to treat at all, asked him to put his demands in writing, in order that they might be referred to the higher ecclesiastical authorities. He offered a pencil for the purpose, but the magistrate preferred to go into the room of the priest's secretary, where he was left alone to write. A quarter of an hour passed. During that interval Chiang came to the door of the secretary's room and called a soldier, to whom he gave an order in a low voice, and who then hastily quitted the Mission. The magistrate returned to the room and told a servant who was sent to him with tea that he did not wish to be disturbed. He closed the door. Some moments later a servant, crossing the hall, heard groans coming from the secretary's room. He looked in and saw the magistrate stretched on a long chair bleeding from the neck and trying to enlarge the wound. The servant informed the missionary, who having discovered the magistrate's attempt at suicide, hurried off at once to the Governor to report what had occurred. At the Mission meanwhile every attention was paid to the wounded magistrate, who was not able to speak but made signs for a pencil with which, lying in the long chair, he wrote during that night and the following morning a number of short letters. One was addressed to Mr. Lacruche, another to the interpeter. The purport of each was that the magistrate was dying to save the people of Sinchang and not to break his word to those whom he had promised to save. In a letter to his brother he said: "An evil spirit is pursuing me; and I am dying in order to save the people."

Rumour immediately spread in the town that the priest had assassinated the magistrate. Delegates from the high officials were sent to the Mission to make enquiries and the next day the Provincial Judge himself held an enquiry. Mr. Lacruche conducted them round them premises and described all that had occurred. In the evening Mr. Lacruche received a

letter from the Bureau of Foreign Affairs asking for the instrument by which the magistrate had come to his death. The missionary replied that he did not know what instrument had been used. With this note was sent a long statement, and it could not be dispatched till the day following the demand. That day handbills inciting the people to riot were freely distributed in the city. They were given away by persons of distinction riding in chairs and preceded by men on horseback. The officials in the meantime asked that the two servants who have been mentioned should be sent to the yamên for questioning, and suggested that Mr. Lacruche should accompany them. This he refused to do, on the ground that it would appear to lend colour to the story of assassination, and excite the people to riot. The Governor also sent a message to the Catholic Bishop through the Taotai of Kiukiang, practically accusing the missionaries of murder, and asking the Bishop himself to come to Nanchang. The Bishop replied that what touched the missionaries touched him, that he was therefore an interested or accused party, and could not adjudicate on it, and that the settlement must be by the Waiwupu and the French Minister at Peking.

During the two days before the massacre, placards inciting to riot were posted even on the Mission premises, which had been occupied by soldiers but more for the purpose of surveillance over the missionaries than for their protection. A military officer was heard to say to his men: "Look well to it that no Europeans escape."

In regard to all these matters, the report concludes, there is the direct evidence of Mr. Martin, who was by Mr. Lacruche's side right up to the moment of the riot, and of Mr. Rossignol, who had from Mr. Lacruche's own mouth the statement now published. The actual facts of the murder of the missionaries and the burning of the premises are summarised very briefly, and present no variations from the accounts already published.

THE NANCHANG MASSACRE.

The Official Roman Catholic Account.

In Wednesday's "Echo de Chine" appeared a long account of the events leading up to the recent murders at Nanchang, and we now learn that this is the official report made by the Roman Catholic Bishop to the French authorities. It is too long to be reproduced *in extenso*, but we subjoin a *précis*.

At the outset it is explained that the late sub-prefect Chiang was seriously compromised on the occasion of the troubles at Sinchang, the arrangement made in regard to which he had failed to carry out, by releasing the chiefs of the guilty parties, and by promising, on his honour, immunity to two of those accused, who had come to Nanchang. This had been made the subject of complaint by the Mission to the French Consulate at Shanghai and also to the Legation at Peking. The sub-prefect had since endeavoured to extricate himself, without losing countenance with his superiors.

On the 17th of February he asked Mr. Lacruche to invite him to dinner at the Mission on the 22nd of that month to discuss this affair. It would be more easy, he said, to talk quietly at the Mission, and he would only bring two secretaries with him. On the 18th of February the sub-prefect sent presents and his card to the Mission, and announced that he would visit himself the next day. Mr. Lacruche thought he had been mistaken possibly as to the day the sub-prefect wished to dine, and prepared to receive him next day, but when Chiang arrived he refused to stop, and said it was the 22nd that he had arranged to dine at the Mission. He explained that his present call was to ask, as a favour, that the invitation to be sent to him should be expressed in threatening language, and that mention should be made of the possibility of a gunboat being sent to Nanchang if the Sinchang affair were not settled at once. The reason for the request was that the letter might be shown to Chiang's superiors who were to be led to think that he had been forced to give way under menaces. Mr. Lacruche caused a letter of invitation to be dispatched to the magistrate as requested, but refused to address it otherwise than in terms of politeness.

On the 22nd the sub-prefect arrived at the Mission at 3 p.m. All through the dinner he avoided reference to the Sinchang affair, but continually complained that he was not properly appreciated by his superiors. It was not until he had risen from the table that the magistrate mentioned the affair he had proposed to discuss, and he then propounded a series of conditions. Mr. Lacruche, who began to doubt if the magistrate had any authority to treat at all, asked him to put his demands in writing, in order that they might be referred to the higher ecclesiastical authorities. He offered a pencil for the purpose, but the magistrate preferred to go into the room of the priest's secretary, where he was left alone to write. A quarter of an hour passed. During that interval Chiang came to the door of the secretary's room and called a soldier, to whom he gave an order in a low voice, and who then hastily quitted the Mission. The magistrate returned to the room and told a servant who was sent to him with tea that he did not wish to be disturbed. He closed the door. Some moments later a servant, crossing the hall, heard groans coming from the secretary's room. He looked in and saw the magistrate stretched on a long chair bleeding from the neck and trying to enlarge the wound. The servant informed the missionary, who having discovered the magistrate's attempt at suicide, hurried off at once to the Governor to report what had occurred. At the Mission meanwhile every attention was paid to the wounded magistrate, who was not able to speak but made signs for a pencil with which, lying in the long chair, he wrote during that night and the following morning a number of short letters. One was addressed to Mr. Lacruche, another to the interpeter. The purport of each was that the magistrate was dying to save the people of Sinchang and not to break his word to those whom he had promised to save. In a letter to his brother he said: "An evil spirit is pursuing me; and I am dying in order to save the people."

Rumour immediately spread in the town that the priest had assassinated the magistrate. Delegates from the high officials were sent to the Mission to make enquiries and the next day the Provincial Judge himself held an enquiry. Mr. Lacruche conducted them round them premises and described all that had occurred. In the evening Mr. Lacruche received a

letter from the Bureau of Foreign Affairs asking for the instrument by which the magistrate had come to his death. The missionary replied that he did not know what instrument had been used. With this note was sent a long statement, and it could not be dispatched till the day following the demand. That day handbills inciting the people to riot were freely distributed in the city. They were given away by persons of distinction riding in chairs and preceded by men on horseback. The officials in the meantime asked that the two servants who have been mentioned should be sent to the yamên for questioning, and suggested that Mr. Lacruche should accompany them. This he refused to do, on the ground that it would appear to lend colour to the s tory of assassination, and excite the people to riot. The Governor also sent a message to the Catholic Bishop through t he Taotai of Kiukiang, practically accusing the missionaries of murder, and asking the Bishop himself to come to Nanchang. The Bishop replied that what touched the missionaries touched him, that he was therefore an interested or accused party, and could n ot adjudicate on it, and that the settlem ent must be by the Waiwupu and the French Minister at Peking.

During the two days before the massacre, placards inciting to riot were posted even on the Mission premises, which had been occupied by soldiers but more for the purpose of surveillance over the missionaries than for their protection. A military officer was heard to say to his men : "Look well to it that no Europeans escape."

In regard to all these matters, the report concludes, there is the direct evidence of Mr. Martin, who was by Mr. Lacruche's side right up to the moment of the riot, and of Mr. Rossignol, who had from Mr. Lacruche's own mouth the state ment now published. The actual facts of the murder of the missionaries and the burning of the premises are summarised very briefly, and present no variations from the accounts already pu blished.

Withdrawn from Carbon copy

TELEGRAM RECEIVED IN CIPHER.

Secretary of State,
MAR 15 1906

BUREAU OF APPOINTMENTS
MAR 13 1906
DEPARTMENT OF STATE.

CONSULAR BUREAU
MAR
16
1906
DEPARTMENT OF STATE

From Shanghai,

March 13, 1906/

Received 9:41 A.M.

CHIEF CLERK
MAR
16
1906
DEPARTMENT
OF STATE.

Secretary of State,

Washington.

Davidson despatch 663.

Owners hand recommended request answer by telegraph as to what is the probability purchase by the Government. They have an offer 250,000 Taels. Site very desirable, price high. Can you give definite instructions?

RODGERS.

S.H.Q.

TELEGRAM RECEIVED IN CIPHER

MAY 15 1909

DEPARTMENT OF STATE

ASSISTANT SECRETARY,
MAR 13 1906

Record Copy sent to
the ..... Secretary.

BUREAU OF APPOINTMENTS
MAR 13 1906
DEPARTMENT OF STATE.

Shanghai,

March 13, 1906/

Received 9:41 A.M.

CONSULAR BUREAU
MAR 13 1906
DEPARTMENT OF STATE

Secretary of State,

Washington.

Davidson despatch 663.

Owners hand recommended request answer by telegraph as to what is the probability purchase by the Government. They have an offer 250,000 Taels. Site very desirable, price high. Can you give definite instructions?

RODGERS/

Asked to Senate & House Committees March 14' 06

Confirmed March 19' 06

S.H.Q.

ASSISTANT SECRETARY.
MAR 13 1906

BUREAU OF APPOINTMENTS
MAR 13 1906
DEPARTMENT OF STATE.

Shanghai,

March 13, 1906.

Received 9:41 A.M.

ary of State,

Washington.

avidson despatch 683.

ame is my recommended request answer by telegraph as to what
probability purchase by the Government. They have an offer
00 Taels. Site very desirable, price high. Can you give
te instructions?

ROCKHILL.

CONSULAR BUREAU
APR
30
1906
DEPARTMENT of STATE

3rd ASST. SECRETARY
APR 30 1906

No. 128

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 14th , 1906.

INDEX BUREAU
REC'D
APR 16 '06
DEPT OF STATE

CHIEF CLERK
APR
28
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

Examination and certification of invoices.

ABSTRACT OF CONTENTS:

Acknowledging Department's circular referring to the above subject & requesting for Forms No.193.

DEPARTMENT OF STATE
MAY 1 1906
FILED

No. 128.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 14th , 190 6.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's circular dated December 27, 1905, instructing Consular Officers to forward a quarterly report of the examination of invoices, and in reply to request that a supply of Forms No. 193 be sent to this Consulate. Not having seen Department's circular of June 7th 1904, I have never made requisition for the forms and have not a copy of what the Department desires or would have some printed here. Upon receipt of the forms, I shall be glad to carry out the instructions, but will frankly state that it is very difficult to get the correct value of Chinese merchandise shipped from this port, when the merchandise is shipped by or purchased from Chinese merchants, and in addition, my clerical force is not sufficiently large to give the time to each invoice which it requires. However, I shall be glad to get the best results possible under the circumstances.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

TELEGRAM RECEIVED IN CIPHER.

BUREAU OF APPOINTMENTS
MAR 16 1906
DEPARTMENT OF STATE.

Secretary of State.
MAR 16 1906

From Shanghai,

March 16, 1906.

Received 9:27 A.M.

CONSULAR BUREAU.
APR
7
1906
DEPARTMENT OF STATE.

CHIEF CLERK
MAR
16
DEPARTMENT
OF STATE.

Wash'n. Mch 17/06

Secretary of State,

Washington,

In reply arms revolvers ammunition full field equipment 100 men required.

RODGERS.

INDEX BUREAU
APR 11 1906
FILED

S.H.Q.

CONSULAR BUREAU
APR
30
1906
DEPARTMENT of STATE

3rd ASST. SECRETARY
APR 30 1906

No. 129

CONSULAR BUREAU
RECD.
APR 18 '06
DEPT OF STATE

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 16th , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK
APR
30
1906
DEPARTMENT
OF STATE.

SUBJECT:

Site for American Consulate

ABSTRACT OF CONTENTS:

Confirming telegrams relating to site proposed for American Consulate.

No. 129.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 16th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that a few days ago the owners of the Astor House garden, which has been proposed as a site for the American Consulate in event of the Government making an appropriation for a purchase, called upon me and represented that they had a bona fide offer of 250,000 taels for the property and requested me to communicate with the Government. As a consequence, I telegraphed on March 14th and herewith give confirmation as follows:

"Secretary of State, Washington.
Davidson despatch 663. Owners land recommended request answer by telegraph as to what is the probability purchase by the Government. They have an offer 250,000 taels. Site very desirable. Price high. Can you give definite instructions.
Rodgers."

I beg to acknowledge receipt of the reply reading:

"American Consul, Shanghai.
Site appropriation asked. Department hopeful favorable action.
Peirce."

As stated in my despatch No. 118 on this subject, the Astor House garden seems to be the only available piece of property on the river front, and as it is at the gateway of the so-called American concession, it would be peculiarly applicable as the site for the Consulate. However

ever, closer investigation as to land values leads me to think that the price asked is very high, although it must be stated that values in Shanghai are increasing rapidly. The gentlemen who represent the ownership of the property are of most excellent reputation and they have assured me positively that they can obtain the price asked, namely, 250,000 taels.

By bunding out the western half of the lot, a proceeding which would doubtless be permitted by the Chinese authorities inasmuch as Soochow Creek, even at high tide, does not occupy but a small portion of the channel, ample room could be provided for a Consulate and a compound.

I am very glad to note that the Department is hopeful of favorable action upon the recommendation for the appropriation and I am sure that no more welcome news could be given to the American population of Shanghai than that which would announce the approaching construction of a suitable and handsome Consulate in this important center of commerce.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No

Mr

CONSULAR BUREAU.
APR
30
1906
DEPARTMENT OF STATE.

3rd ASST. SECRETARY.
APR 30 1906

No. 130

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 17th, 1906.

INDEX BUREAU
RECD.
APR 18 '06
DEPT. OF STATE.

CHIEF CLERK
APR
30
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

SUBJECT:

Confirmation of telegrams

ABSTRACT OF CONTENTS:

Confirming telegrams relating to request of American Military Company of Shanghai for equipment from Quartermaster Department Manila.

INDEX BUREAU
RECEIVED
MAY 4 1906
DEPT. OF STATE

SHANGHAI, CHINA, March 1st

Mr. James B. Hoyt,

To the Department of State

Subject:

Contri. ution of

No. 130

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 17th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's telegram of March 13th 1906, reading

"American Consul, Shanghai.
What quantity arms ammunition required.
Peirce."

And to confirm my reply of the 16th inst. as follows:

"Secretary of State, Washington.
In reply. Arms, revolvers, ammunition, full field equipment hundred men required.
Rodgers."

In explanation I beg to state that the officers of the American Company, headed by Captain S. A. Ransom, who is the United States Marine Hospital Surgeon at this port, desire the full American equipment in all details, and are willing to enter into proper bonds for the property. I heartily endorse their request.

I have the honor to be,

Sir,

Your obedient servant,

J. C. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 1387

AMERICAN CONSULATE-GENERAL,

GUAYAQUIL, ECUADOR, March 17th, 1908.

The Honorable Robert Bacon,

The Assistant Secretary of State,

Washington D. C.

Sir:

I have the honor to acknowledge receipt of the Department's telegram of March 12th 1908, reading

"American Consul, Guayaquil.
Fifty quantity arms ammunition required.
Taiyo."

And to confirm my reply of the 16th inst. as follows:

"Secretary of State, Washington.
In reply, Line, Navigation, Commercial,
Full field equipment heretofore imported.
Todaro."

In explanation I beg to state that the officers of the American Company, headed by Captain S. A. Todaro, who is the United States Marine Hospital Surgeon at this port, desire the full American equipment in all details, and are willing to enter into proper bonds for the property. I heartily endorse their request.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

T.T.

No. 131

CONSULAR BUREAU. APR 30 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY. APR 30 1906

INDEX BUREAU RECD APR 18 '06 DEPT. OF STATE

CHIEF CLERK APR 30 1906 DEPARTMENT OF STATE.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 19th , 190 6.

MR. James L. Rodgers,

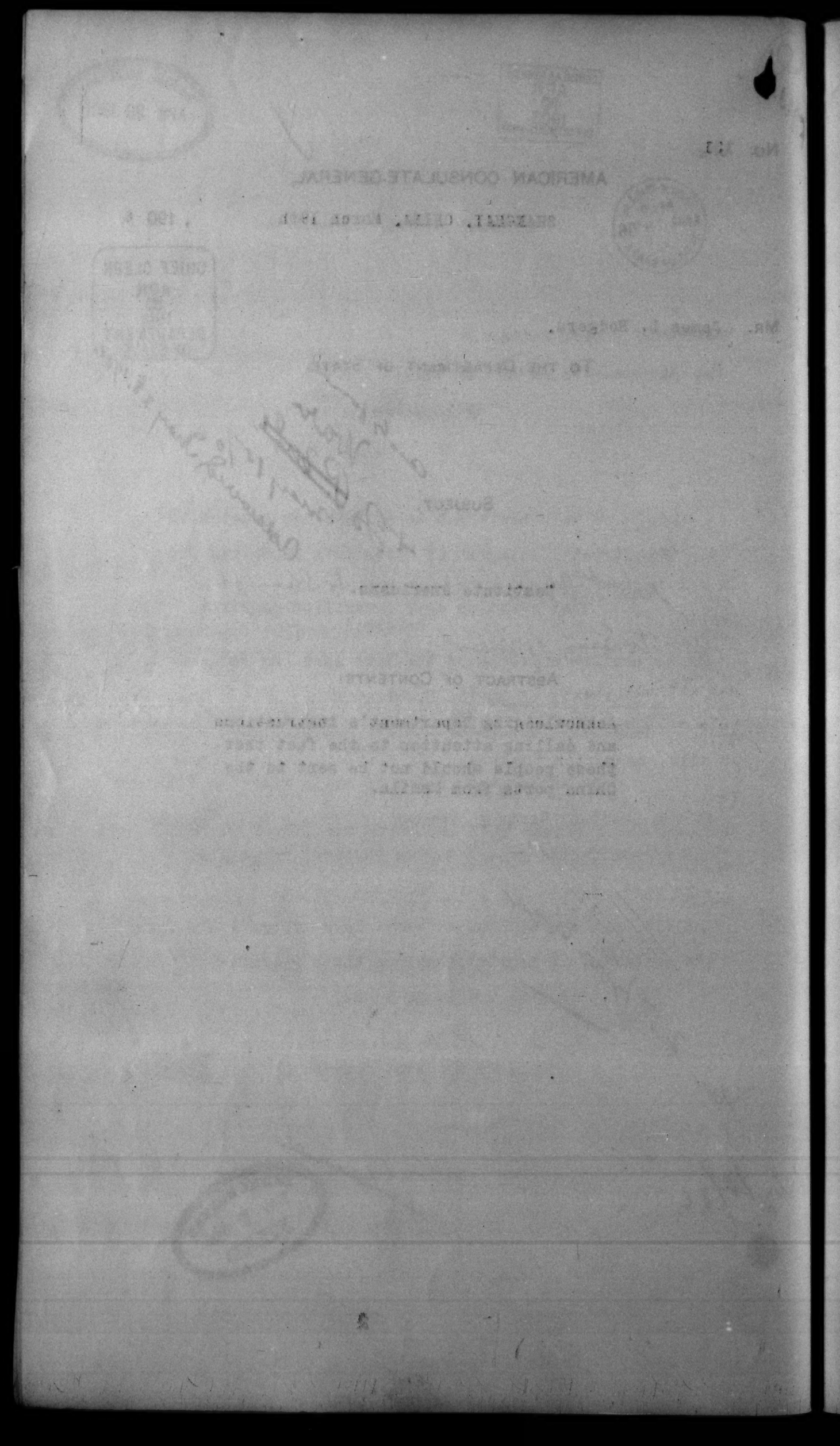
TO THE DEPARTMENT OF STATE.

SUBJECT: Destitute Americans.

ABSTRACT OF CONTENTS:

Acknowledging Department's instructions and calling attention to the fact that these people should not be sent to the China ports from Manila.

INDEX BUREAU MAY 17 1906 FILED



No. 131.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 19th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge receipt of the Department's unnumbered dispatch of February 10th 1906 in relation to sending destitute American citizens to Manila.

In reply I beg to state that no such practice has obtained in this office during my incumbency and the rule will be continued in the future. Permit me to suggest in this connection that there is good reason for asking reciprocal action. The Chinese ports and especially Shanghai are burdened with indigents who have come from Manila. We have an American Relief Society here and the greatest drain upon its funds comes through those from the Philippines.

I have the honor to be,

Sir,

Your obedient servant,

Geo. E. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

CONSULAR BUREAU. MAY 22 1906 DEPARTMENT OF STATE

CONSULAR BUREAU MAY 17 1906 DEPARTMENT OF STATE

3rd ASST. SEC'Y MAY 17 1906

CHIEF CLERK MAY 16 1906 DEPT. OF STATE

No. 132

Consulate-General of the United States,

INDEX BUREAU RECD. MAY 12 '06 DEPT. OF STATE

SHANGHAI, CHINA, March 30th, 1906.

Mr. James L. Rodgers,

To the Department of State.

Subject:

Dft Treasury with one orig enc May 19/06

Wool shipped from China to the United States.

Abstract of Contents.

BUREAU OF TRADE RELATIONS RECEIVED MAY 21 1906 DEPARTMENT OF STATE

Noted

16 Nov 28 to Treas Nov 28/06

To.

INDEX BUREAU MAY 28 1906 FILED

No. 132.

Consulate-General of the United States,

SHANGHAI, CHINA, March 30th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of Instruction No. 16 of November 28th instructing me to make a report in accordance with the wishes of the Secretary of the Treasury as expressed in his letter to you dated November 23rd in regard to the manner in which wools shipped from China to the United States are prepared and in compliance therewith I have the honor to report as follows:

1st. Wool shipped from Shanghai to the United States is purchased here from the Chinese producer or Chinese purchaser but as a rule from the latter. It invariably arrives here unsorted, but before shipment to the United States it is usually assorted into No.1 No. 2 and Blacks. It is sometimes dried, partially cleaned and always put into new bales.

2nd. It is not possible to purchase No.1 wool separately from the seller, as it is never separated from the No. 2 and Blacks until the wool arrives in Shanghai and consequently it is impossible to state the relative difference in price between the three grades of wool in the Shanghai market. It is purchased in separate lots, but these lots never vary materially in quality or price. The wool runs very even and when

invoiced

invoiced at different prices for the No. 1s, 2s and Blacks the prices are calculated to agree with the all around average price.

3rd. The value of the wool appears to decrease as the bullion value of the Tael increases. In support of this statement, I have had made a statement showing all shipments of wool from this Consular District from Jan. 1st 1905 to March 1st 1906, which I enclose herewith in duplicate. In this statement, I have given date and No. of invoice, by whom shipped, to whom shipped, Port of entry, no. of piculs, no. of pounds, Tael value per picul, Tael value per pound, U. S. Government rate of Tael and value per pound in Gold cents. From this statement it will be seen that the value of the wool in the invoice does decrease when the bullion value of the Tael increases. Taking the shipments of wool by the quartersfrom January 1st 1905 to March 31st 1906, the following statement may be of service and interest to the Department and to the Honorable Secretary of the Treasury.

Quarter	No.of shipments	Tael value per picul	Tael cents value per pound	Gov't rate per Tael	Value per pound Gold cts.
March qr 1905	23	Tls 22.84	.1713	.645	.1104
June " "	35	21.69	.1626	.657	.1068
Sept. " "	27	23.06	.1728	.631	.1091
Dec. " "	4	18.86	.1414	.661	.0935
March " 1906	16	20.37	.1527	.696	.1063

During the December quarter there were only four shipments two of which were for No.2s and Blacks and leaving out the shipments of No. 2 and Blacks, the average Tael value per picul would be Tls. 22.57, Tls. cts per pound .1693 and Gold cents per pound .1118.

4th. It is my belief that purchases of wool shipped to the United States are contracted for in pounds, shillings

and

involved at different prices for the lo. Is there any reason the values are calculated to agree with the all round average price.

Ans. The value of the wool appears to decrease as the million value of the Wool increases. In support of this statement, I have now made a statement showing all shipments of wool from this Consular District from Jan. 1908 to March 31st 1908, which I enclose herewith in duplicate. In this statement, I have given date and No. of Invoice, by whom shipped, to whom shipped, Port of entry, no. of pieces, no. of pounds, Wool value per piece, Wool value per pound, U. S. Government rate of Wool and value not pound in Gold cents. From this statement it will be seen that the value of the wool in the Invoice does decrease when the million value of the Wool increases. Taking the shipments of wool by the quarter ending January 1st 1908 to March 31st 1908, the following statement may be of service and interest to the Treasury and to the Honorable Secretary of the Treasury.

Quarter	No. of ship-ments	Wool value per piece	Wool value per pound	Duty rate per pound	Value per pound Gold cts.
March 1st 1908	25	$78.96	.1778	.34¢	.1764
June " "	32	61.69	.1878	.44¢	.1864
Sept. " "	27	82.08	.1749	.44¢	.1691
Dec. " "	4	13 86	.1914	.44¢	.0978
March " 1909	16	80.87	.1897	.44¢	.1864

During the December quarter there were only four shipments two of which were for No.20 and Hlanks and leaving out the shipments of No. 2 and Hlanks, the average Wool value per piece would be 78. $8.87. 78. cts per pound .1909 And Gold cents per pound .1778.

4th. It is my belief that purchases of wool shipped to the United States are contracted for in pounds, shillings and

and pence. I have interviewed Messrs Bavier & Co. and Max Mittag, relative to the commissions which they charge and was informed by each of the firms that the amount of commission is an arbitrary figure. They each stated that their commissions may be 1/4% up to 5% or more. I asked the direct question: Do you buy wool for American purchasers on strictly a commission business? The answer was that they consider it a commission business, but would not state positively that it was so. The fact is that they are cabled to for a quotation and when the order is placed, these firms here have contracted for or buy from the Chinese producer or "middleman" at the best possible price and the difference between the price they pay and the price for which they sell, is their profit and which they call their commission. This profit is figured out as commission in such manner as will make the dutiable cost of the wool not to exceed 12cts per pound and thereby entitled to enter the United States at 4 cents per pound duty.

At the beginning of each quarter, the American firms cable to the firms here with whom they are dealing the value of the Chinese Tael in U. S. Gold cents. Until such value is known, I am informed that no quotations are given. It is impossible now to get samples of the wool shipped, but in future, I can obtain samples for the Honorable Secretary of the Treasury if such are desired.

I regret very much the delay in replying to the Department's Instruction calling for this information, but it has required much time and work and could not be done sooner.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Enclosure; statement of shipments of wool.

DEPARTMENT OF STATE,
CONSULAR BUREAU.

Mr Osborne:
Is there anything in this that you care for?

Bureau of Trade Relations.

MEMORANDUM.

May 21, 1906

Dear Mr. Carr:
Since this information, secured for administrative purposes, relates only to our importations of foreign wool, I do not think that it would appeal to the Bureau of Manufs. Com. & Labor.
J. B. O.

1st. 1905 to March 1906

No. of Piculs	No. of Pound	Value of Piculs Taels	Value of Pound. $ = ¢	Gov't. Rate $ = ¢	Value per Pound in Gold cents	Remarks
225.43	29982.19	23.50	.1762	.645	.11364	Consignment
146.55	19540.	24.	.18	"	.1161.	Purchased
119.15	15886.	19.70	.1477	"	.09526	"
512.54	68339.66	22.10	.16575	"	.10687	"
2000.07	266676	22.80	.171	"	.110295	"
314.88	41984	22.70	.17025	"	.1098	"
550.82	73442	23.50	.17625	"	.11368	"
552.13	73617	23.70	.17715	"	.114648	"
379.02	50537	23.10	.17325	"	.111746	"
243.81	32508	24.50	.18375	"	.11851	Consignment
593.78	79171	22.40	.168	"	.10836	Purchased
159.73	21297	22.50	.16875	"	.10884	"
347.36	46315	22.50	.16875	"	.10884	"
142.13	18951	23.	.1725	"	.11126	"
240.16	32022	23.30	.17425	"	.11239	"
233.04	31072	23.30	.17425	"	.11239	"
587.78	78371	23.50	.17625	"	.11368	"
136.96	18262	22.90	.17175	"	.110778	"
38.45	512666	23.	.1725	"	.11126	"
11.83	157733	21.38	.16035	"	.1034	"
800.10	106680	24.	.18	"	.1161	"
89.92	11990	21.50	.160125	"	.10328	"
111.22	14830	20.50	.15375	"	.099168	"
280.16	37355	23.50	.17625	"	.11368	"
409.27	54569	23.50	.17625	"	.11368	"
137.71	17695	23.50	.17625	"	.11368	"

No?of Piculs	No.of Pound.	Value of Piculs Taels	Value of Pound. $ ¢	Gov$. Rate $ = ¢	Value per Pound in Gold Cents	Remarks
379.46	50594	23.20	.174	657	.114318	Purchased
197.31	26308	25.35	.1901	"	.12489	" No.1.
28.12	3749	13.20	.099	"	.06504	" No.2.
4.74	632	15.65	.11725	"	.07703	" Block
232.16	30955	25.35	.1901	"	.12489	" No.1.
23.69	3159	13.20	.099	"	.06504	" No.2.
19.01	2534	15.65	.11725	"	.07703	" Block
223.63	29817	23.80	.174	"	.114318	"
750.87	100116	24.	.18	"	.11826	"
804.72	107296	24.	.18	"	.11826	"
90.52	12070	21.50	.1612	"	.1059	"
110.57	14743	20.50	.15375	"	.10098	"
$22.45	42992	24.50	.18375	"	.12073	" No.1.
42.64	5686	18.	.135	"	.08869	" No.2.
29.39	3919	19.	.1425	"	.09362	" Block
90.48	12064	23.20	.174	"	.11431	"
197.37	26316	24.	.18	"	.11826	" No.1.
23.63	3151	18.50	.13875	"	.09115	" No.2.
14.20	1893	19.50	.14625	"	.09728	" Block
261.71	33561	24.	.18	"	.11826	Consignmeht
109.51	14601	22.90	.17017	"	.11280	Purchased
555.99	74132	23.50	.17625	"	.11579	"
157.98	21064	22.90	.17175	"	.11283	"
552.79	73706	23.40	.1755	"	.11530	"
673.96	89862	23.50	.17625	"	.11579	"
32.70	4360	23.75	.17812	"	.11702	Consignment

No.of Piculs	No.of Pound	Value of Piculs Taels	Value of PounD $ ¢	Gov't. Rate $ = ¢	Value per Pound in Gold Cents	Remarks
107.57	14343	23.50	.17625	657	.11579	Purchased
	23915	19.41	.1456	"	.09565	"
	8446	18.30	.1373	"	.0902	"
	58885	23.03	.1727	"	.11346	"
	14863	22.66	.17	"	.11169	"
849.31	113242	23.40	.1755	"	.1153	"
42.34	5780	19.	.1425	"	.09362	"
227.33	30311	22.80	.171	"	.11234	"
165.89	22118	21.95	.1646	"	.10814	"
150.53	20070	24.25	.18187	"	.1194	"
344.76	45968	24.25	.18187	"	.1194	"
282.25	37634	23.25	.17437	"	.1139	"
493.60	65814	23.25	.17437	"	.1139	"
	48823	20.20	.1515	"	.09953	"
13.18		24.	.18	"	.11826	Consignment
6.67		15.20	.1130	"	.0742	"
15		16.	.12	"	.07884	"
502.12		24.25	.1818	"	.1194	Purchased
	18810	24.25	.1819	"	.1195	"
	914	20.16	.1512	"	.0993	"
	99944	24.25	.1819	"	.1195	"
100.48		21.60	.1620	"	.1064	"
368.24	49099	23.25	.1743	"	.1144	"
	41336	24.25	.1819	"	.1195	"
503.41		24.25	.1818	"	.1194	"
298.80		21.50	.1612	631	.1017	"

No.of Piculs	No.of Pounds	Value of Piculs Taels	Value of Pounds $ ¢	Gov't. Rate $=¢	Value per Pound in Gold Cents	Remarks
	12533	24.25	.1818	631	.1147	Purchased
521.21	69494	23.30	.1747	"	.1102	"
82.50	11003	21.20	.1590	"	.1003	"
41.96	5595	22.30	.1672	"	.1055	"
608.25		25.25	.1893	"	.1194	"
239.75		35.95	.2693	"	.1701	"
	6835	24.27	.1821	"	.1149	"
276.65	50220	23.95	.1796	"	.1133	"
409.27	54569	23.95	.1796	"	.1133	"
280.16	37355	23.95	.1796	"	.1133	"
132.71	17695	23.95	.1796	"	.1133	"
587788	78371	23.95	.1796	"	.1133	"
138.27		20.52	.1538	"	.0970	"
31.67		23.58	.1767	"	.1114	"
200.29		24.25	.1818	"	.1147	"
521.21	64994	24.30	.1802	"	.1137	"
82.52	11003	21.20	.1590	"	.1003	"
41.96	5595	19.50	.1462	"	.0922	"
159.14	21218	24.00	.18	"	.1135	"
21.60	2880	20.50	.1537	"	.069	"
14.36	1915	18.50	.1387	"	.0815	"
65.19		23.73	.1777	"	.1121	"
1385.85	184780	25.00	.1875	"	.1183	"
93.38		21.75	.1631	"	.1029	"
156.49		22.75	.17	"	.1072	"
290.04		25.20	.1875	"	.1189	"

No.of Piculs	No.of Pounds	Value of Piculs Taels	Value of Pounds ₱ ¢	Gov't. Rate ₱=¢	Value per Pound in Gold Cents	
46.26		23.50	.1762	631	.1111	Consignment
20.95		17.60	.132	"	.0832	"
3.42		18.00	.135	"	.0851	"
218.82		21.50	.161	"	.1015	Purchased
148.72		21.50	.161	"	.1015	"
599.87		25.25	.1893	"	.1194	"
529.30		23.25	.1743	"	.1099	"
399.58		24.25	.1818	"	.1147	"
	28392	23.85	.1789	661	.1182	"
54.25	7233	18.00	.135	"	.0892	"
32.35	4313	16.00	.12	"	.0793	"
500.21		21.30	.1597	"	.1055	"
14.07	1876	18.00	.135	"	.0892	"
7.72	1030	16.00	.12	"	.0793	"

No.of Piculs	No.of Pounds	Value of Piculs Taels	Value of Pounds $ ¢	Gov't. Rate $=¢	Value per Pound In Gold Cents	Remarks
415.76	55434	19.23	.1443	696	.1003	Purchased
1259.52	167936	20.00	.15	"	.1044	"
1006.56	134208	20.00	.15	"	.1044	"
139.06	18541	21.25	.1594	"	.1109	"
49.75	6633	20.75	.1556	"	.1082	"
50.15	6686	19.65	.1473	"	.1025	"
236.93	31587	22.50	.1687	"	.1174	"
1007.31	134308	19.50	.1462	"	.1017	"
436.72	58229	20.00	.15	"	.1044	"
285.17	38022	22.50	.1687	"	.1174	"
25.05	3340	21.00	.1575	"	.1096	"
22.96	3061	19.18	.1438	"	.1011	"
543.20	72426	16.17	.1212	"	.0843	"
	11660	21.81	.1636	"	.1138	"
	14916	21.74	.1631	"	.1135	"
509.19	67892	21.30	.1597	"	.1110	"
1046.69		19.75	.1481	"	.1030	"

Date 1906	No.of Invoice	Seller or Shipper	Purchaser or Consignee	Port of Entry
Jan. 4th.	6	E.Gipperich Co.	Carl Grubman Co.	New York
" "	10	Liddell Bros	Fearon Daniel & Co.	"
" 11th.	46	"	"	"
" "	51	Belgian Trading Co.	Robert Crooks	"
" 13th.	90	Arnhold Karberg Co.	Arnhold Karberg Co.	"
" "	"	"	"	"
" 16th.	96	Liddell Bros	Fearon Daniel & Co.	"
" 19th.	122	Fearon Daniel & Co.	"	"
" "	134	"	Wm.D.Oelbermann	"
" 20th.	135	"	Fearon Daniel & Co.	"
" 22nd.	138	"	"	"
" "	140	E.Gipperich & Co.	Carl Grubman Co.	"
" "	141	"	"	"
Feb. 19th.	216	Collins & Co.	Balfour Williamson Co	"
" "	217	"	"	"
" 23rd.	234	Paul Crompton	Robert Crooks	"
" 28th.	279	Fearon Daniel & Co.	Fearon Daniel & Co.	"

Date 1905	No. of Invoice	Seller or Shipper	Purchaser Or Consignee	Port of Entry
Sep. 16th.	1569	Slevogt & Co.	T.W.Franklin	New York
" "	"	"	"	"
" "	"	"	"	"
" 29th.	1652	Fearon Daniel & Co.	Fearon Daniel & Co.	"
" "	1653	"	"	"
" "	1654	"	"	"
" "	1655	"	"	"
" 30th.	1668	"	"	"
Oct. 31st.	1845	Collins & Co.	N.E.Trading Co.	"
Nov. 17th.	1983	Max Mittag	Carl Grubnan Co.	"
" "	"	"	"	"
Dec. 1st.	2074	A.R.Burkill & Sons	Tatterfield Co.	"
" 15th.	2156	Max Mittag	Carl Grubnan Co.	"
" "	"	"	"	"

Date 1905	No.of Invoice	Seller or Shipper	Purchaser or Consignee	Port of Entry
Jul. 13th.	1069	Collins & Co.	Carl Grubman Co.	New York
" 20th.	1125	Max Mittag	Thos Kenworth's Sons	"
" "	"	"	"	"
" "	"	"	"	"
" 25th.	1182	Fearon Daniel & Co.	Fearon Daniel & Co.	"
" "	1184	"	"	"
" 28th.	1187	Collins & Co.	N.E.Trading Co.	"
Aug. 2nd.	1261	Max Mittag	Thos Kenworth's Sons	N.Y.or Phila.
" "	1262	"	"	"
" "	1263	"	"	"
" "	1264	"	"	"
" "	1265	"	"	"
" 8th.	1275	E.Gipperich & Co.	Carl Grubman Co.	New York
" 10th.	1276	"	"	"
" 14th.	1330	Fearon Daniel & Co.	Fearon Daniel & Co.	"
" 15th.	1331	Max Mittag	Thos Kenworth's Sons	Philadelphia
" "	"	"	"	"
" "	"	"	"	"
" "	1332	"	"	N.Y. or Phila
" "	"	"	"	"
" "	"	"	"	"
" 22nd.	1368	A.R.Burkill & Sons	The Western Felt works	New York
" 24th.	1386	Wisner & Co.	Wisner & Co.	"
Sep. 6th.	1467	Fearon Daniel & Co.	Fearon Daniel & Co.	"
" "	1468	"	"	"
" 7th.	1469	"	"	"

Date 1905	No.of Invoice	Seller or Shipper	Purchaser or Consignee	Port of Entry
May 27th.	820	Max Mittag	Thos Kenworth's Sons	New York
" 31st.	835	Collins & Co.	N.E.Trading Co.	"
" "	"	"	"	"
" "	836	"	"	"
" "	837	"	Balfour Williamson Co.	"
Jun. 2nd.	847	Max Mittag	Carl Grubman Co.	Philadelphia
	"	"	"	"
" 8th.	875	Fearon Daniel & Co.	Fearon Daniel & Co.	New York
" "	876	"	"	"
" "	877	"	"	"
" "	878	"	"	"
" 9th.	882	Max Mittag	Thos Kenworth's Sons	N.Y.or Phila
" "	883	"	"	"
" 13th.	889	Collins & Co.	N.E.Trading Co.	New York
" 15th.	904	Slevogt & Co.	T.W.Franklin	"
" "	"	"	"	"
" "	"	"	"	"
" 16th.	915	Fearon Daniel & Co.	Fearon Daniel & Co.	"
" 21st.	950	Collins & Co.	N.E.Trading Co.	"
" 22nd.	951	"	Balfour Williamson Co	"
" 23rd.	977	"	N.E.Trading Co.	"
" "	980	E.Gipperich Co.	Carl Grubman Co.	"
" 24th.	989	Ching Hung Chen	Thos Kenworth's Sons	N.Y.or Phila
" 27th.	1001	Collins & Co.	N.E.Trading Co.	New York
" 29th.	1005	Fearon Daniel & Co.	Fearon Daniel & Co.	"
Jul. 5th.	1016	"	"	"

Date	NO.of	Seller or Shipper	Purchaser or	Port.of
1905	Invoice		Consignee	Entry
Apr. 13th.	539	Max Mittag	Thos. Kenworthys Sons	N.Y.or Phila
" 20th.	604	"	"	"
" "	"	"	"	"
" "	"	"	"	"
" "	"	"	"	"
" "	"	"	"	"
" "	"	"	"	"
" "	"	"	"	"
" "	605	"	Carl Grubnan	Philadelphia
" 28th.	642	Paul Crompton	Robert Crooks Co.	New York
" "	643	"	"	"
" "	"	"	"	"
" "	"	"	"	"
May 2nd.	667	Max Mittag	Carl Grubnan	Philadelphia
" "	"	"	"	"
" "	"	"	"	"
" "	668	"	"	"
" 12th.	740	"	"	"
" "	"	"	"	"
" "	"	"	"	"
" 15th.	746	Fearon Daniel & Co.	Fearon Daniel & Co.	New York
" "	747	Max Mittag	Thos.Kenworth's Sons	N.Y.or Phila
" "	748	"	"	"
" 19th.	757	"	"	"
" "	758	"	"	"
" 25th.	786	"	"	"
" 26th.	811	Slevogt & Co.	T.W.Franklin	New York

Shipments of Wool from the U. S. Consular District of Shanghai from Ja

Date 1905	No.of Invoice	Seller or Shipper	Purchaser or Consignee	Port of Entry
Jan. 10th.	26	Fearon Daniel & Co.	Fearon Daniel & Co.	New York
" "	29	"	W.D.Oefberman & CO.	"
" "	30	"	"	"
" 17th.	101	Max Mittag	Thos.Kenworthy's Sons	N.Y.or Phila
" 24th.	117	E.Bavier & Co.	Chas.J.Webb Co.	Philadelphia
" 25th.	121	Max Mittag	Thos.Kenworthy's Sons	N.Y.or Phila
" 27th.	172	E.Bavier & Co.	Chas.J.Webb Co.	Philadelphia
Feb. 1st.	194	"	"	"
" "	195	"	"	"
" 3rd.	200	Fearon Daniel & Co.	Fearon Daniel & Co.	New York
" 14th.	238	Max Mittag	Thos.Kenworthy's Sons	N.Y.or Phila
" 20th.	276	"	"	"
" "	277	"	"	"
Mar. 1st.	300	"	"	"
" "	301	"	"	"
" 2nd.	302	"	"	"
" 10th.	360	"	"	"
" "	361	"	"	"
" "	361	China & Java Exp.Co.	The Abe Stein Co.	New York
" 11th.	372	Paul Crompton	Robert Crooks Co.	New York
" 31st.	458	Max Mittag	Thos.Kenworthy's Sons	N.Y.or Phila
" "	491	"	"	"
" "	492	"	"	"

CONSULAR BUREAU
MAY
7
1906
DEPARTMENT OF STATE

RECD.
APR 23 '06
DEPT OF STATE

3rd ASST. SECRETARY
MAY 4 1906

No. 133

Consulate-General of the United States,

SHANGHAI, CHINA, March 30th , 1906.

CHIEF CLERK
MAY
3
1906
DEPARTMENT
OF STATE

Mr. James L. Rodgers,

To the Department of State.

Subject: re the case of International Banking Corporation
vs
Odlum.

Abstract of Contents.

Communicating conclusion in above styled case.

INDEX BUREAU
MAY 11 1906
FILED

No. 133.

Consulate-General of the United States,

SHANGHAI, CHINA, March 30th , 1906.

Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's despatch No. 33, dated February 21, 1906, inquiring as to the result of the action brought against George T. Odlum, convicted in the Consular Court at Shanghai, and now confined in San Quentin Pentitentiary, California, by the International Banking Corporation. In reply, I beg to say that the return day in this action was fixed for November 9, 1905, but on account of the absence of an attorney for the International Banking Corporation a postponement was taken until the 3rd of January 1906, at which time Mr. C. R. Holcomb entered his appearance for the defendant and Mr. T. R. Jernigan for the plaintiff. After a full hearing a judgment was rendered in favor of the International Banking Corporation for the full amount claimed, namely $1,704. Mexican. The money on deposit with the Consular Court, namely $674.00, together with a ring, was ordered turned over to the plaintiff. The amount of money named above represented the balance remaining after the expense of Odlum's detention in the Shanghai jail had been deducted from the amount found upon him. The ring was appraised by three of the leading jewelers of Shanghai and was pronounced by each of them to be a comparatively worthless piece of glass. In view of all these

facts

facts of record and those which appeared in evidence there could have been no other disposition of the matter.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Dept. 1252--E.

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I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

X.Y.

General

No. 232.

TELEGRAM RECEIVED IN CIPHER.

CONSULAR BUREAU APR 4 1906 DEPARTMENT OF STATE

BUREAU OF APPOINTMENTS MAR 31 1906 Department of State.

Secretary of State. MAR 31 1906

CONSULAR BUREAU MAR 31 1906 DEPARTMENT OF STATE

From Shanghai

Received March 31, 1906.

5:50 A. M.

BUREAU OF TRADE RELATIONS RECEIVED APR 2 - 1906 DEPARTMENT OF STATE

Copied to Com. & Labor April 3. 06.

Secretary of State,

Washington.

Complete customs statistics last year compared with preceding year show as to American importations as follows:

Plain cotton goods tripled, America furnishing 45 percent; whole gain 16 percent. Oil increased from 43 to 52 percent whole. Flour lost south, gained north, net small loss. General cargo largely increased.

RODGERS.

22 Dec 29

INDEX BUREAU APR 6 1906 FILED

Ciphered by the Chief Clerk's Office,

S.H.Q.

Bureau of Trade Relations.

MEMORANDUM.

April 4, 1906

Mr. Carr:

I have sent copy of this to Com. of Labor for publication. I presume you will ack. this to Com. Sec.?

J. B. O.

DIVISION OF RECD. APR 23 '06 REPUBLICS

CONSULAR BUREAU MAY 14 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. MAY 5 1906

No. 134.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 31st , 1906 .

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK MAY 5 1906 DEPARTMENT OF STATE.

Ans'd May 23/06

SUBJECT:

Chinese attitude toward foreigners.

ABSTRACT OF CONTENTS:

Reporting on conditions generally and giving incidents showing the supposed change of attitude - The Mixed Court and the Huchow land case.

INDEX BUREAU FILED MAY 28 1906

No. 184.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 31st , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that there are some evidences in this section of China which apparently show that affairs as they relate to foreigners are not in a normal condition, although the missionaries of the outports and of the region adjacent to the Yangtse valley are confident that no trouble is coming and many of them scout the suggestion of anti-foreign feeling.

A noticeable thing, however, is the entire change of attitude on the part of the officials and gentry in dealing with matters connected with foreign interests. There is obstruction of one kind or another in nearly every thing, and an independence which goes farther to demonstrate the transition than any other factor. Whether this is to be considered as indicative of future trouble remains to be seen, but those who are accustomed to the old ways of the people do not seem to like the outlook.

As an illustration, the conditions of the Mixed Court in Shanghai are in my opinion daily growing worse if one is to take the maintenance of peace with the foreigners as the standard desired. While the Foreign Office and the Diplomatic Body at Peking have

been

SHANGHAI, CHINA, March 31st

Robert Bacon,

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been wrestling with the question of new rules for the court, the Chinese Board of Punishments at Peking, acting on the suggestion of the Nanking Viceroy, quietly approved new rules of punishments, obtained an Imperial Rescript, and ordered the Magistrate to apply the new rules, which are more or less absurd in the light of foreign practice. The intent of this action was undoubtedly to serve notice that the Mixed Court is essentially Chinese and that its prescribed punishments can only be made to suit the Chinese ideas. Of course this is a slap in the face of the Shanghai Municipal Council and under the full operation of the plan it will some day cause trouble and perhaps a repetition of the December riots. At present a suspension of action is practically in force, and the Diplomatic Body is endeavoring to secure an amendment of the programme.

Another instance is given in the much mooted Huchow land case which has just been decided by Mr. Cloud at Hangchow in favor of the Methodist Southern Mission. The gentry and the officials, although they agreed to abide by the result of the trial, now demand a new judgment, and the people have already held one mass meeting to protest. The real protest is against any foreigner owning land and by hook or crook the Chinese now seem determined to prevent it. What the outcome of the Huchow matter will be is another mystery to be solved. Mr. Cloud has shown great forbearance and in his judgment undoubtedly followed the law and the evidence both foreign and Chinese. Yet there is violent dissatisfaction and many threats. I went to Hangchow the early part of this week to try to assist Mr. Cloud in quieting the matter but could accomplish nothing with the officials who obstinately refuse to see but their own side of the controversy.

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troversy.

The Chinese speaking of such matters as these assert that they do not mean anti-foreignism, but are to be interpreted as local troubles which have arisen from grievances of long standing. That theory undoubtedly is correct as to the Mixed Court and it could be easily explained away were it not for the fact that the issue now appears but as one unit in the general policy at Shanghai of late. The Huchow incident is also no new thing but it has spread beyond its original limits and has been made the cause of a populous section.

In a general way however it must be admitted that aside from obstructiveness there is little to note in the policy of the Chinese toward foreigners. They seem friendly and the upper classes especially are cordial. I wish it understood however that I am reporting chronologically and while it is my belief that there will be no semblance of general trouble I incline to the opinion that there will be clashes at times until the foreigners understand the new order of things and adjust themselves to it.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

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I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

T.W.

B CC

DEPARTMENT OF STATE,
WASHINGTON.

May 8, 1906.

Memorandum for Mr. Bacon:

I respectfully suggest that the Consul-General at Shanghai should be instructed that this Department regards with great regret and some apprehension the change of attitude of the Chinese towards foreigners, as shown in his despatch No. 134 of the 31 March. The Consul-General should insist with discretion but as strongly as he can on the full recognition by the Chinese authorities of all valid foreign rights and should discountenance as far as it may be in his power to do so any attempt to change the status of the Mixed Court or other established Foreign-Chinese institutions. The present disposition on the part of the Chinese to restrict foreigners in their legitimate participation in the affairs of the country is a phase of misconceived patriotism which foreign interests can best survive by foreign officials showing themselves rigidly exacting in the recognition of foreign rights.

Chas. Denby

Seen by Secty

L.L.

CONSULAR BUREAU
MAY
15
1906
DEPARTMENT of STATE

No. 135

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 31st , 1906.

Cons. Bur.

CHIEF CLERK
MAY
5
1906
DEPARTMENT
OF STATE.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Am. May 22/06

SUBJECT:

Report on China's 1905 Foreign Trade.

ABSTRACT OF CONTENTS:

Transmitting advanced leaves from the report of Mr. H. B. Morse, Statistical Secretary, Chinese Imperial Maritime Customs and commenting thereon briefly.

INDEX BUREAU
MAY 24 1906
FILED

Report on China's 1908
Foreign Trade.

Transmitting advance leaves from the
report of Mr. H. B. Morse, Statistical
Secretary, Chinese Imperial Maritime Customs
and commenting thereon briefly.

No. 155.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 31st , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to submit herewith some advanced leaves from the annual report of H. B. Morse Esq., Commissioner of Customs and Statistical Secretary of the Chinese Imperial Maritime Customs. I have been endeavoring for some time to get this summary of conclusions as to foreign trade and especially as to that with America, and Mr. Morse has kindly met my wish.

I beg to call special attention to that which Mr. Morse says upon the general subject of the American boycott, since it seems to confirm in many respects the reports I have made previously. Also in the matter of the importation of general cargo the report bears out my assertions as to the great surplus brought about by the speculative tendency incident to the war, and shows how fortuitous a period was chosen for the boycott - a time when patriotism could be asserted vigorously at small cost to the patriots. The rapid evaporation of this patriotism when the Manchurian market opened and a sale for goods was created was mentioned in my despatches some six months ago.

The general conclusion of Mr. Morse that the true effect of the boycott will not be seen until the year 1906 is past is probably correct, although it must

be

SHANGHAI, CHINA, March 31st 6

Robert Bacon,

I have the honor to submit herewith some advance leaves from the annual report of H. B. Morse Esq., Commissioner of Customs and Statistical Secretary of the Chinese Imperial Maritime Customs. I have been endeavoring for some time to get this summary of commerce as to foreign trade and especially as to that with America, and Mr. Morse has kindly met my wish.

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be said that conditions of the present seem to indicate that the natural business of the period will go a long way toward filling any gaps which might be caused by boycott ill feeling. It is known that the contracts for piece goods are larger than ever, that household stores are coming in greater quantities, that oil consumption is increasing, and that flour is again entering the markets of the South. This does not refer to general importations but to American.

As an indication of the feeling of American merchants on the boycott condition I can state that Mr. Getz, of the firm of Getz Bros. & Co. of San Francisco, stated to me today that his business in Shanghai was larger than ever before and increasing daily; that there was not the slightest evidence of the boycott in this part of China and that the market for staples in the north was enormous. Yet it was the Shanghai representative of this firm who recently gave out for publication in San Francisco the statement that the boycott was stronger than ever and that American houses in Shanghai were closing their doors.

At a later date I will submit a more detailed resume of the facts to be gained from the annual customs report. This brief and hasty review is given to accompany Mr. Morse's report which I wish to get in the mails today.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Enclosure: Mr. Morse's report on foreign trade in China for the year 1905.

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I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Enclosure: Mr. Morse's report on foreign trade in China for the year 1909.

REPORT ON THE FOREIGN TRADE OF CHINA FOR THE YEAR 1905.

-:0:-

General.- The most important of the conditions affecting the trade of the year were the inclement weather in the spring and floods in the summer, the course taken by the war and its termination, and the boycott against American goods. The effect of the weather conbined with adverse exchange is seen in the diminished export of China's main staples, notably of silk, tea and cotton, whereby the absorptive power of the people, especially in the central provinces, fell below the demand which had been confidently expected. The field of warlike operations receded to the north during the spring, thereby depriving one of the two belligerents of his power of drawing supplies from neutral territory, while the other drew mainly from his own nearer base; and the hopes of a revival of open trade on the establishment of peace were frustrated by the continued demands for transport by the military forces occupying the southern, the more fertile and more densely populated, part of Manchuria, and by the disturbed condition of those parts not in the immediate occupation of the troops. The year 1904 closed with general anticipation of brilliant trade prospects for the coming year; and, with a market depleted of stocks of cotton goods, orders were placed for supplies sufficient to meet the most sanguine expectation. It is doubtful, however, if the actual consumption by the people has been much, if any, above the normal, and the excess of import over the average of the last few years is probably, much of it, still in the hands of indenters and wholesale dealers. This is borne out by the known facts at Shanghai. The average net import of foreign goods (the amount by which the gross import exceeded the "take off" within the year for distribution through other ports) for the five years 1900-04 was H.K. Tls. 43,656,252, while the net

import

import of 1905 H.K. Tls. 92,207,173 was more than double this sum; at Newchwang in the same five years (1900, though disturbed by the Boxer movement, was well up to the years prior to 1899) the net import of foreign goods was H.K. Tls. 16, 507,301, and here again the net import of 1905, H.K. Tls. 31,003143 was double this average. From both Shanghai and Newchwang we are told that the year closed with warehouses filled to overflowing with imports awaiting a market, and the excess over the average at these two ports, H.K. Tls. 63,046, 763, maynbe taken as a minimum estimate of the import during 1905 in anticipation of 1906 consumption.

Into the causes which led to the boycott against American goods it is not my province to inquire. The movement instituted by the Bureaus of Commerce at the several ports, was supported but lukewarmly by the merchants guilds, but, being supported, produced the immediate effect which might have been anticipated when Chinese enter into combination, whether voluntarily or under pressure. The boycott however, overran itself, and was converted into a national movement through the agitation of hot-heads who have acquired a smattering of modern learning, uncorrected by the sobriety which comes from further study, and the flame fanned by harangues, editorials, placards, cartoons and all the machinery of an appeal to the passions, spread to the lowest stratum of society. The result was not what was expected. While the importing merchants at Shanghai and other large centres might be able to distinguish American from other products, the same discrimination could not be expected from the retail dealer and the consumer, and the restrictive effect on purchases was felt generally wherever the boycott was effective. This extension of the movement reached on the importing merchants, who had contracted for future deliveries as far ahead as the summer of 1906, and who, as their commercial credit was of more value to them than any altruistic movement for the

national

national benefit, had taken due delivery of stocks which, if the boycott were to be effective, would be left on their hands and not on the hands of the American firms with whom they had contracted. There was a considerable dislocation of trade, which appears, from reports received, to have been more marked in the minor distributing centres; and from time to time there is still a recrudescence of the agitation in one place or another. Much suspicion has been created and much hostility engendered, but the general verdict is that not much injury has yet been caused to the American manufacturer and the American merchant, and another proof has been given of the solidarity of international trade, and that injury to the trade of one nation or of one commercial body is certain to react on others in relations with them. The final effect of the boycott, however, cannot yet be seen, and the verdict must await the close of another year, or even later; the only immediate visible consequence of the climatic, was and boycott conditions of the year all combined, is that a larger proportion of imports than usual is left in first hands.

Fluctuation in exchange continued their erratic course, more confusing even than 1904. Every calculation of the merchant has been upset. The importer who between February and July settled his exchange for supplies which he continued to hold, found himself competing with holders of supplies with exchange settled at much more favorable rates in the latter part of the year; while exporters who had held off early in the year, found exchange becoming more and more adverse as the months went by. No prescience could have enabled the merchant to insure against these flustuations, accustomed as they are, and as Western merchants are not, to make them their study second only to the other conditions affecting their trade. Every one confidently expected that the conclusion of peace would send silver down to its ante-bellum level, but these expectations were disappointed, and, for reasons considered

in

a later section, its value went ever up to rates higher even than during the war. No interest appear to be taken, however, in the stabilisation of exchange, and the trade of China will be left to bear the burden of these fluctuations.

Cigars and cigarettes continue to increase, the value rising from H.K. Tls. 3,279,713 in 1904 to H.K. Tls. 4,734,579 in 1905. Household stores also increased from H.K. Tls. 1,491,817 to H.K. Tls. 2,384,534 and wines, Beer and Spirits from H.K. Tls. 2,077,509 to H.K. Tls. 3,028,417. These figures are net, the value which remained in China of the year's importation; in addition there were Household stores of a value of H.K. Tls. 516,867, and Wines, Beer and Spirits worth H.K. Tls. 474,607, re-exported during the year to foreign countries. It is probable that much of this million taels worth found its way to the canteens of both of the belligerent forces, and that the amount would have been greater had the neutral zone between the two not been pushed to the north.

Flour, 931,761 piculs, was about the same as in 1904; but whereas in former year the importation was entirely from American mills, during 1905 Australia has advanced into the market. Including re-export (55,000 piculs) to foreign countries from Shanghai in the direction of the seat of war, the import of flour was 939,447 piculs in 1904 and 988,423 piculs in 1905. While the northern and central provinces of China take close on 3/4 of foreign imports in general, of flour they take normally but 1/3 of the year's importation, the tendency being more and more to have recourse to the products of flouring mills newly established on Chinese soil and grinding Chinese grain; imports at the ports served by Shanghai increased from 232,447 to 326,398 piculs, due possibly to the fact that the mills at Harbin were shut out from the Chinese market, but more probably to the demand for the troops in the north. The chief market for imported flour is in the ports served through Hong Kong, which are constant exporters

of

of foodstuffs in general, and in which the returned emigrants have introduced a taste for foreign luxuries; here the imports fell from 707,000 to 662,025 piculs, and as it is known that Australian flour has won a footing, for the first time, in this market, it is probable that we have in this reduction an indication of the effect of the boycott on the American products.

DEPARTMENT OF STATE,
WASHINGTON.

May 8, 1906.

Memorandum for the Secretary:

Two despatches, No. 135 and 136 of March 31st, from the Consul-General at Shanghai, would give further faith to the widespread opinion in America that the boycott of American goods in China had been largely ineffective. This error is in a measure to be corrected by attentive consideration of the general conclusion of Mr. Morse, Statistical Secretary of the Customs, (cited at page 1 of Mr. Rodgers' No. 135,) "that the true effect of the boycott will not be seen until the year 1906 is past."

This conclusion is supported by facts within the knowledge of the undersigned. The Consul-General states that the increased sale of oil is a very satisfactory indication of the lack of boycott effect (p. 2, No. 136.) The exporters of oil from this country state, however, that their unsold and apparently unsalable oil in stock in China amounts to millions of cases, and that the China market for American oil has shrunk to a fraction of its previcus capacity, while consuming immensely increased quantities of rival oil. A similar representation is made by the exporters of cotton goods. A report published at Shanghai

on March 29th, 1906, giving official statistics as to the cotton goods trade shows the condition of that industry, namely an immense and abnormal accumulation of unsold American owned goods in China. From this report I have compiled the following table:

American stocks on hand on 30th March, 1905, as compared with 31st December of the same year:

On hand in Shanghai	Mar. 30, 1905	Dec. 31, 1905	Excess
	Pieces	Pieces	Pieces
American grey shirtings	246,435	509,505	263,070
American white shirtings	585	4,990	4,405
American drills	509,185	1,206,380	697,195
American jeans	42,627	183,629	141,002
American sheetings	617,110	3,422,838	2,805,728
			3,911,400

The above table shows that there were in Shanghai belonging to the foreign importer and as yet unpaid for nearly four million more pieces of cotton goods at the beginning of 1906 than at the beginning of 1905.

The conclusion to be drawn is that while American exports of cotton goods and oil to China in 1905 appear reassuring, a large part of these commodities remain unsold; that export statistics unaccompanied by statistics of sales are delusive as

to the condition of a trade and that in all probability the influence of the boycott is yet to be felt.

A noticeable fact in connection with Chinese boycott sentiment is that the Chinese Government, which recently remitted $140,000 for the relief of the San Francisco sufferers, remitted this sum by a British, not by an American, channel, avowedly for boycott reasons.

This Government cannot regard the boycott as a past issue; it is full of slumbering life and should be closely watched.

Chas. Denby.

RECD. APR 23 '06 DEPT. OF STATE

3rd ASST. SECRETARY. MAY 5 1906

No. 136

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 31st , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

CHIEF CLERK MAY 5 1906 DEPARTMENT OF STATE.

SUBJECT: Customs May 2/06

Confirming telegram

ABSTRACT OF CONTENTS:

Confirmation of telegram relating to American importations in 1905 as compared with those of 1904, and commenting briefly thereon.

AMOY, CHINA, March 31st 6

Outgoing telegram

No. 186.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 31st , 190 6.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to confirm my telegram of this date reading:

"Secretary of State, Washington/
Complete Customs statistics last year compared with preceding year show as to American importations as follows: Plain cotton goods tripled America furnishing forty five percent whole gain sixteen percent. Oil increased from forty three to fifty two percent whole. Flour lost south gained north net small loss. General cargo largely increased.
Rodgers."

In explanation of which I beg to state that with the Statistical Secretary of the Chinese Imperial Maritime Customs, Mr. H. B. Morse, I have been working for sometime to obtain the results shown above, thinking that thay would prove to some extent how very little the boycott affected American trade in 1905, and thus confirm my impressions reached after the flurry of the boycott period had passed.

It must be remembered however that the cotton piece goods business affords hardly a fair basis for judgment as to the effect of the boycott since the contracts were made prior to that event and were largely increased whenever possible by speculators in anticipation of something like a corner on the staple. Nevertheless if the customs returns of the first three quarters

of

SHANGHAI, CHINA, March 31st

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"Secretary of State, Washington/
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pared with preceding year show an to American
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whole gain sixteen percent.Oil increased from
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It must be remembered however that the cotton piece goods business affords merely a fair basis for judgment as to the effect of the boycott since the contracts were made prior to that event and were largely increased whenever possible by speculators in anticipation of something like a corner on the staple. Notwithstanding the customs returns of the first three quarters

of

of this year show that American piece goods importations are holding up or are increasing as now seems probable, it can then be accepted as a settled fact that the boycott has done no damage in that line save in the way of creating something of a prejudice in the minds of the people of this and the southern section of China who are not large users of the American product.

As to oil there is a much fairer test since it circulates everywhere and American oil was made the especial target during and after the active period of the boycott. That it has increased is a very satisfactory indication of the lack of boycott effect.

It can be said generally that flour is the only American product which has suffered, and that only in the south, where the Australian product for the first time has entered the field and where it will probably stay to a greater or less extent. But owing to the war American flour has entered the markets of this section and of the north and the foothold thus secured will certainly be held despite Chinese production until there is a great increase in the native output. In the despatch accompanying the advanced report of the Statistical Secretary of the Customs, reference is made to the flour question and the report itself gives figures relating to it.

As to general cargo there has been a large increase and especially in household stores etc. Much of this was imported in anticipation of the demand on account of the war and thus a surplus was created, but that at present is nearly absorbed. I cannot at this time give figures upon this general cargo and must content myself with the broad assertion of increase which will be fully sustained when the full report is made.

I wish to state that in my correspondence with

the

of this year show that American piece goods importations are holding up or are increasing as now seems probable, it can then be accepted as a settled fact that the boycott has done no damage in that line save in the way of creating something of a prejudice in the minds of the people of this and the southern section of China who are not large users of the American product.

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As to general cargo there has been a large increase and especially in hardware stores etc. Much of this was imported in anticipation of the demand on account of the war and time a surplus was created, but that at present is nearly absorbed. I cannot at this time give figures upon this general cargo and must content myself with the broad assertion of increase which will be fully sustained when the full report is made.

I wish to state that in my correspondence with

the

Dept.#136--S.

the Minister at Peking on this subject it has been suggested that this information should be telegraphed as soon as obtained in order to advise the Government as quickly as possible. It has seemed to me that the matter warranted the expense.

I have the honor to be,

Sir,

Your obedient servant,

Jas. E. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Post.4130-s8.

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that this information should be telegraphed as soon as
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expense.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Y.M.

CONSULAR BUREAU MAY 17 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY MAY 17 1906

CHIEF CLERK MAY 16 1906 DEPT. OF STATE

No. 137

AMERICAN CONSULATE-GENERAL,

CONSULAR BUREAU RECD. MAY 18 '06 DEPT. OF STATE

SHANGHAI, CHINA, March 31st , 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

ans by for
Sec Treas.
May 19/06

SUBJECT:

re Shipments of wool.

to Treasury

ABSTRACT OF CONTENTS:

Transmitting copy of letter from Slevogt & CO. requesting information in re importations of wool into the United States.

IMMIGRATION BUREAU MAY 22 1906 FILED

No. 137.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, March 31st, 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

Referring to my despatch No. 132 dated March 30th relative to the shipments of wool from this district to the United States, I now have the honor to transmit herewith copy of a communication received from Messrs Slevogt & Co. in which they ask for certain information relative to the importation of wool into the United States. This communication will show how close the shippers and importers have to figure on Customs duties in order to get the benefit of the low rate of duty of 4 ¢ per lb. I respectfully request that this despatch with the enclosure be referred to the Honorable Secretary of Treasury as part of the above numbered despatch and I shall be pleased to receive the information requested by Messrs Slevogt & Co.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Copy of letter from Slevogt & Co.

No. 187.

SHANGHAI, CHINA, March 21st

Robert Bacon,

Referring to my despatch No. 182 dated March 20th relative to the shipments of wool from this district to the United States, I now have the honor to transmit herewith copy of a communication received from Messrs Slevogt & Co. in which they ask for certain information relative to the importation of wool into the United States. This communication will show how close the shippers and importers have to figure on Customs duties in order to get the benefit of the low rate of duty of 4 ½ per lb. I respectfully request that this despatch with the enclosure be referred to the Honorable Secretary of Treasury as part of the above mentioned despatch and I shall be pleased to receive the information requested by Messrs Slevogt & Co.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Y.M.

Enclosure: Copy of letter from Slevogt & Co.

ogt & Co.

legraphic Address:
OGT-SHANGHAI

Shanghai, March 31st *1906.*

W. P. BOYD, Esq.

U.S.Deputy Consul General

Present.

Sir,

With reference to the interview,our representative had with you on the question of the impossibility to buy at present SHEEPS-WOOL cheap enough to be valued at a cost of "under 12 ctsGold",we beg to submit to you,hereafter,a detailed calculation of a transaction, which was proposed to us,but which we had to abandon on account of the uncertainty as to how the valuation is arrived at in New-York:

We could have bought,& contracted for later delivery on the basis of:

100 Piculs each 133,1/3 lb engl @ ₹21.-per picl,weight delivered into our warehouse.

The quality would have yielded approximately:

65 picls	No I	@	₹21¾	per picl	equal to	₹	1413,75
30 "	No II	@	₹19.¾	"	"	"	592,50
5 "	Black	@	₹20.-	"	"	"	100.--
100 picls			costing in all:			Taels	2106,25

According to our informations from New-York,to this actual market value are to beadded the expenses for"Sorting & Working", which would amount to about 30 cand per picl,so that the valuation in New-York should be for the above:

65 picls No I @ ₹22,05 per picl,and at the rate of Customs Exchange, viz 69,6.....about 11,55 ctsGold per lb engl.

This,however,is for the "Purchasing Weight",but as this WOOL always loses from 6-10% in weight duri-ng the Working & Sorting procedure the above weights would probably be at the Time of Shipment from here:

Vogt & Co.

Telegraphic Address:
VOGT-SHANGHAI

Shanghai, 2. 190

60½	picls	No I	costing as aforesaid		$ 1413,75
28	"	No II	" " "		" 592,50
4½	"	Black	" " "		" 100.--
93 piculs			actually costing:		$ 2106,25

These 60½ picls would then cost, including the 30 cand for Working & Sorting Charges, in all:

$ 1431,90 & the U.S.Customs Valuation turn out to be 12,355 ctsGold if the "Shipping Weight" is to be considered, or still more, if the "Weight at the Time of Arrival at New-York" would be the basis.

Such uncertain points greatly hamper the direct Trade with the U.S. & we would, therefore, feel greatly obliged, if you would kindly report on these questions to your Home Office with the object of obtaining definite instructions as to how the valuation is arrived at in New-York, which are indispensable for the exporters here, especially when an article is handled on such small margins as is the case with Wool.

Trusting to be favored with an answer, as soon as some news are to hand, we remain, Sir,

Yours Faithfully

H. Vogt & Co.

CONSULAR BUREAU
MAY
18
1906
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
MAY 18 1906

No. 138.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 4th , 1906.

INDEX BUREAU
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MAY 7 '06
DEPT. OF STATE

CHIEF CLERK
MAY
16
1906
DEPT. of STATE

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Treas ltr d May 19/06
Ans sent for May 21/06

SUBJECT: re the Chinese Indemnity payment for March 1906 to Treas

ABSTRACT OF CONTENTS:

Informing the Department of the payment by the Taotai of the indemnity for March 1906.

INDEX BUREAU
MAY 22 1906
FILED

No. 138.

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 4th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that H. E. Jui Ching, Taot'ai of Shanghai, has informed me that he has remitted to the Treasury of the United States through the International Banking Corporation, Shanghai, the sum of $85,200 gold, representing $80,800 principal and $4,400 interest, due as the March payment of the indemnity under the Protocol agreement.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 1249.

AMERICAN CONSULATE-GENERAL,

BERMUDA, [illegible], 1920.

The HONORABLE [illegible],

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to state that U. S. Vice Consul, Paul A. Shaughnessy, has informed me that he was notified by the Treasury Office that there [illegible] the International Banking Corporation, Shanghai, the sum of $10,000 gold, representing $9,000 principal and $1,000 interest, due on the bonds payment of the Indemnity under the Protocol referred.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL-GENERAL.

E.B.

CONSULAR BUREAU
MAY 17 1906
RECEIVED

CONSULAR BUREAU.

NOTED.

3rd ASST. SECRETARY.
MAY 17 1906

No. #

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 5th , 1906.

INDEX BUREAU
REC'D
MAY 7 '06
DEPT OF STATE

CHIEF CLERK
MAY
16
1906
DEPT. of STATE

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ackd May 23. 1906
File

SUBJECT:

Transmitting marriage certificates.

ABSTRACT OF CONTENTS:

INDEX BUREAU
MAY 24 1906
FILED

RECEIVED

No. 4

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 5th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose herewith 5 copies of certificates of marriage issued at this office during the quarter ended March 31st 1906. Geo. R. Arthur is a native American and Moses Concoff a naturalized American and have shown me proofs to that effect.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: 5 certificates of marriage.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU
NOTED

Consular Office of the United States of America

SHANGHAI, CHINA January 1st 1906

I, James L. Rodgers Consul-General of the United States at Shanghai, China, do hereby certify that, on this 1st day of January A.D., 1906, at 38 Quinsan Road in the city of Shanghai, Archibald A. McFadyen, aged 29 years, born in Fayetteville, North Carolina and now residing in Kiuchowfu China, and Catherine Williams, aged 24 years born in Linden, North Carolina, and now residing in _____, were United in Marriage before me, and in my presence, by Rev. S. J. Woodbridge, who is authorized by the laws of South Carolina to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this 1st day of January, A. D., 1906, and of the Independence of the United States the One Hundred and Twenty-Ninth

James L. Rodgers
Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU.
NOTED.

CONSULAR BUREAU.
NOTED

Consular Office of the United States of America

SHANGHAI, CHINA January 8th 1906.

I, James L. Rodgers Consul-General of the United States at Shanghai, China, do hereby certify that, on this eighth day of January A. D., 1906 at St Joseph's Cathedral in the city of Shanghai John M. Darrah, aged 31 years, born in Reading, Pennsylvania and now residing in Shanghai, and Emily A. Smedley, aged 18 years born in Shanghai, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev. Father Le Gall, who is authorized by the laws of France to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this eighth day of January, A. D., 1906 and of the Independence of the United States the one hundred and thirtieth

James L. Rodgers

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU
NOTED

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU
NOTED

Consular Office of the United States of America

SHANGHAI, CHINA January 24th 1906

I, W. P. Boyd, Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this 24th day of January A. D., 1906, at 20 Kiukiang Road, in the city of Shanghai, Geo. R. Arthur, aged 22 years, born in Sydney, N. S. W. and now residing in Shanghai, and Lillie Mary Rosa Ware, aged 20 years born in England, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev. G. E. Darwent, who is authorized by the laws of Great Britain to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this 24th day of January, A. D., 1906, and of the Independence of the United States the one hundred and thirtieth.

W. P. Boyd
Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU.
NOTED.

CONSULAR BUREAU.
NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA February 3rd 1906

I, W.P. Boyd — Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this third day of February A. D., 1906 at Church of Our Savior in the city of Shanghai Joseph Albert Scott, aged 29 years, born in Portland, Oregon and now residing in Shanghai, and Mrs Lizzie Landers, aged 38 years born in Buffalo, New York, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev. Fleming James, who is authorized by the laws of Pennsylvania to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this third day of February, A. D., 1906, and of the Independence of the United States the one hundred and thirtieth

W.P. Boyd

Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU.
NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA March 21st 1906.

I, W. P. Boyd, Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this twenty first day of March A. D., 1906 at Jewish Synagogue in the city of Shanghai, Moses Concoff, aged 30 years, born in Germany and now residing in Shanghai, and Lillie Katz, aged 19 years born in Russia, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rabbi M. Kessel, who is authorized by the laws of Vilna, Russia, to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this twenty first day of March, A. D., 1906, and of the Independence of the United States the one hundred and thirtieth.

W. P. Boyd

Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in dup[licate]

CONSULAR BUREAU
MAY
17
1906
DEPARTMENT of STATE

3rd ASST. SECRETARY.
MAY 17 1906

No. 4

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 7th 190 6.

INDEX BUREAU
RECD
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DEPT. OF STATE

CHIEF CLERK
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DEPT. OF STATE

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Ans by form May 18/06

SUBJECT:

Trans reports of various consular court cases.

Law Reports.

ABSTRACT OF CONTENTS:

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MAY 18 1906
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SEATTLE, CHINA, April 7th

No. 4

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 7th , 1906.

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose herewith reports in duplicate of Consular Court proceedings in the following cases:

U. S. vs W. A. Childress & Mrs Childress.

Police vs J. Murray & W. Boyen.

" vs J. T. Tavares.

I have the honor to be,

Sir,

Your obedient servant,

John L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 4

AMERICAN CONSULATE GENERAL, CHEFOO, April 7th

Robert Bacon,

The Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith reports in duplicate of Consular Court proceedings in the following cases:

U. S. vs W. A. Chiltress & Mrs Chiltress.

Police vs J. Morray & W. Boyce.

" vs J. T. Travers.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Y.M.

AMERICAN CONSULAR COURT.

Shanghai, 7th February.

Before the Hon. JAMES L. RODGERS, Consul General,

A SERIOUS CHARGE.

W. A. Childress and Mrs. Childress were charged on a Consular warrant with being concerned with one T. J. Handley, already charged, with stealing a quantity of jewellery and diamonds, Bank notes and a draft on the Hongkong and Shanghai Bank for $12.370.51 gold; total value $16.000 gold from a room at the Astor House on the 31st January 1906, the property of Mrs. J. Gerdetz.

Inspector McDowell said that he had applied for a warrant for the arrest of the accused on the 5th inst and Mrs. Childress was placed under arrest the same evening. Detectives Bek and Young left here for Ningpo where they arrested W. A. Childress and they returned here this morning.

His Honour said it was unnecessary to take any evidence this morning as the case was going to be remanded till to-morrow. Childress would remain in custody of the police at Hongkew while Mrs. Childress would remain in the same custody as before. The police would give the prisoners an opportunity to consult Counsel if they so desired, and the case would he heard at 10.30 a.m. on the 8th inst.

Shanghai, 8th February.

Before the Hon. JAMES L. RODGERS, Consul General.

A SERIOUS CHARGE.

W. A. Childress and Mabel Childress were brought up on remand charged on a Consular warrant with being concerned with one T. J. Handley, already charged, with stealing a quantity of jewellery and diamonds, Bank notes and a draft on the Hongkong and Shanghai Bank for $12.370.51 gold; total value $16.000 gold, from a room at the Astor House on the 31st January 1906, the property of Mrs. J. Gerdetz.

Inspector McDowell prosecuted and Messrs. E. H. Lamme and C. Holcomb appeared for the defence.

His Honour said this would only be a preliminary hearing and only enough evidence would be taken to hold the prisoners and remand them for trial.

Mr. Lamme said that up to the present counsel had not heard what the charges against the accused were. They had not yet seen any of the papers in the case.

Mr. Holcomb said they had not yet received any legal information about the case.

Mr. Lamme said that in a case of this character the Consular Court had no jurisdiction and he would ask that the complaint be dismissed.

His Honour said the motion was overruled.

Mr. Lamme said he would like to ask if there were any other complaints besides those mentioned in the affidavit.

Chas. Englebracht, Clerk of the Court, said that for the information of Counsel he would say there would be other complaints.

Mr. Lamme said the Clerk of the Court had no right to answer.

His Honour said Mr. Englebracht was quite right in answering. He was an officer of the Court and had drawn up the affidavit.

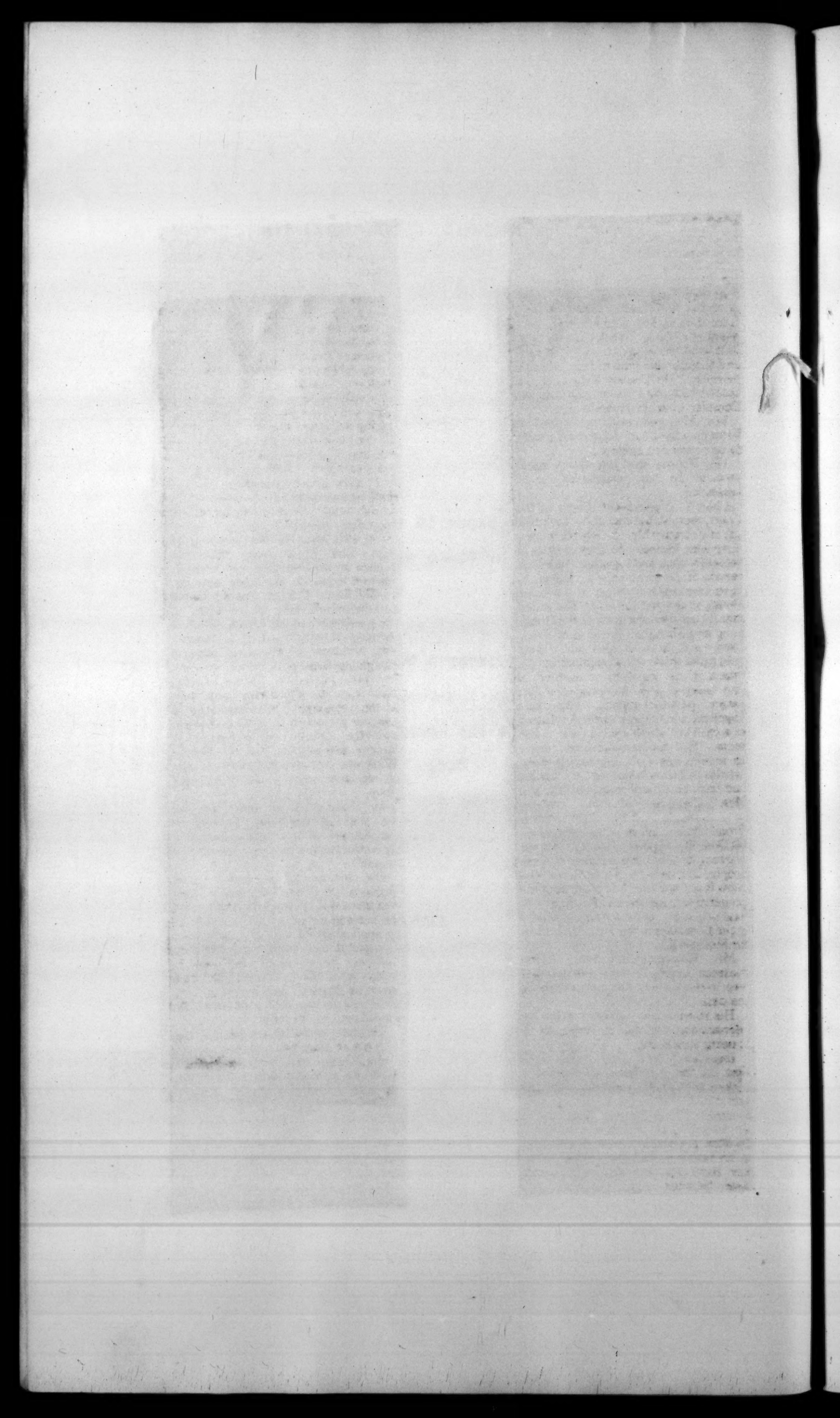
Mr. Holcomb addressed the Court at some length during which he said that the Court had no right to try the case. The prisoners would first have to be indicted by the grand jury and he would ask for the dismissal of the prisoners on the ground that they had not been indicted and there was nothing to connect them with the crime.

His Honour said there would be no prosecuting attorney in the case. The Court would proceed with the case according to law and according to the regulations laid down by the Minister at Peking and in addition the Court needed no advice from anybody.

Mr. Lamme said he would ask that all the evidence he taken in shorthand and each witness swear to it.

His Honour said there would a stenographer engaged for the trial.

Counsel here addressed the Court at some length during



which they made numerous objections all of which were overruled and the objections noted.

His Honour said that in regard to the motions made, some sweeeping assertions had been made as to the powers of the Court. When the laws were framed, Mr. Lamme was not a member of Congress which was a pity as it would have saved lots of trouble and considerable time to the Court this morning. His Honour then quoted a case which had been tried in the Consular Court in Japan in 1890.

Mr. Holcomb said he wished to know on what Court the prisoners were to be proceeded against

His Honour said the Court would proceed on the information in its possession.

Chas A. Englebracht, Clerk of the Court, sworn stated that about the 4th or 5th of February Mrs J Gerdetz in company with Inspector McDowell came to witness's office and reported the loss of certain property which she claimed to have been stolen from her at the Astor House on the 31st January. She stated that it consisted of a draft on the Hongkong and Shanghai Bank, San Francisco, for 12,300 and some odd dollars gold; that there was also taken at the time a lot of jewellery consisting of four brooches and other articles of that nature, personal papers. The draft jewellery and papers were contained in a cash box which she had left in her room. Witness questioned her closely as to who knew of her having these articles and from what she said witness and Insp. McDowell suspected Mr. and Mrs. Childress of the rubbery or through their connivance. From this information Inspector McDowell applied for a search warrant to search the premises of these people. The house at No. 20 North Soo-ceow Road was searched but none of the property was recovered. Later on witness saw some of the missing jewellery in the Consulate in the hands of Inspector McDowell.

Mr. Holcomb objected to the evidence saying it was hearsay and was irrelevant and had no bearing on the case.

His Honour said he was asking for information. He had no objection to it being struck out.

Inspector J. McDowell, sworn, stated that on the 31st January, about one o'clock midday, he received a telephone message from the Astor House. He immediately went there and was shown up to Room 40 which was occupied by Mrs. J. Gerdetz. She stated that a tin cash box had been taken from her room the previous night, sometime between eight p.m. and one o'clock the next morning. She said she had lost over $16,000 worth of property. Witness questioned her as where she had been the previous night and the said she had been out with another lady to a friend's house where they had had an oyster supper. While witness was talking to her Mrs. Childress came in the room and in her presence Mrs Gerdetz said she had been robbed of a box containing a bank draft for $12,000 and a quantity of jewellery between 8.30 p.m. and 1 a.m. while she was at their house having an oyster supper. In referring to the Bank draft, she said it was the one that Childress had assisted her to purchase Mrs. Childress began to cry and show great sympathy. Witness then mentioned two of the Chinese boys in the hotel. Witness made further enquiries and had several interviews with Mrs Gerdetz and several days later in company with her applied to the Consulate for a search warrant to search the house occupied by Childress. The warrant was issued and the search made but no trace of the goods were to be found. On the morning of the 5th inst. T. J. Handley was arrested in a native house in Hongkong Road on a British warrant. In his possession were several chits from the Childresses and some of the jewelley. That same day a warrant was issued for the arrest of Mr. and Mrs. Childress on a charge of larceny and another one for Morriss Wart who was arrested on the charge of receiving some of the stolen property.

Mr. Holcomb said there was not the slightest testimony to connect the accused with the crime therefore he would make a motion for their dismissal.

His Honour said the motion would be overruled. The Court was satisfied that there was evidence enough to hold the accused for trial. He would hear an application for bail. As there were a couple of children dependant on Mrs. Childress he would fix her bail at $1,000 while the bail for Mr. Childress would be $5,000 In the case of Mrs. Childress she would be kept under the surveillance of the police.

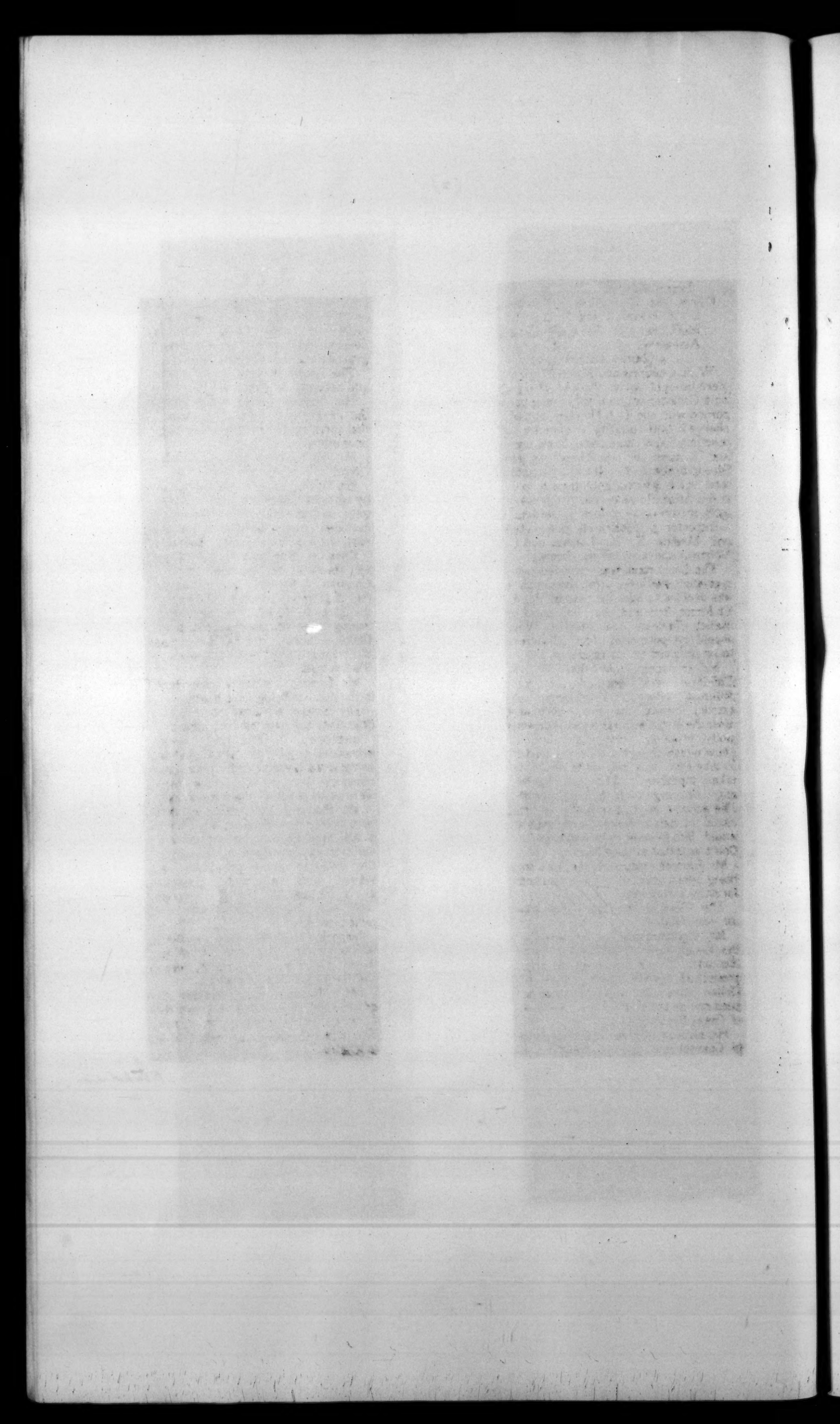
The case would be set for hearing on the 21st March at 10 a.m.

His Honour said that [redacted] should have the best accomodation the police station afforded. Childress.

The accused said there was no proper door or windows in the cell and it was freezing cold.

Mr. Holcomb said the cells at the Municipal station were not fit to house a dog in.

His Honour said he would visit the station and satisfy himself.



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March

Shanghai, 21st ~~February~~.

Before the Hon JAMES L. ROBERTS, Consul-General, and Messrs. W. McGinnis and A. C. BOUGHTON, Assessors.

A SERIOUS CHARGE.

W. A. Childress and Mabel Childress were brought up on remand charged on a Consular warrant with being concerned with one T. J. Handley, already charged, with stealing a quantity of jewellery and diamonds, Bank notes and a draft on the Hongkong and Shanghai Bank for $12.370.51 gold; total value $16,000 gold, from a room at the Astor House on the 31st January 1906, the property of Mrs. J. Gerdetz.

Inspector J. McDowell prosecuted and Messrs. E. H. Lamme and C. Holcomb appeared for the defence.

The Court room was crowded with spectators, and after some discussion it was decided to take the case of W. A. Childress first and that the cases of Mabel Childress and Morriss Wart should be postponed, Mrs. Childress to be removed to her residence.

Mr. Holcomb said that W. A. Childress was accused of four different charges viz: being accessory before the fact, accessory after the fact, conspiracy and receiving stolen property. He would like to know which charge the Court intended to take first or if they were all to be taken together. The lesser crime might be merged into the bigger crime. The accused might eventually be convicted of simple larceny and counsel would like to know which charge the Court intended to take first.

Mr. Lamme objected to the Assessors being sworn until the accused had been formally arraigned.

The Clerk of the Court then read the complaint.

Mr. Holcomb said he demurred as the Court had no jurisdiction to try the case. There had been no crime committed against the laws of the United States, the only crime that had been committed was against the laws of Great Britain.

His Honour said that the contentions of Counsel was utterly repugnant to the relations existing between both countries. The case was perfectly in order and would be tried. Counsel's demurrer would be overruled on all grounds and the objection noted.

The associates were then examined and accepted by Counsel.

His Honour said he had allowed the examination of the associates, so that there could be no possible objections offered.

Mr. Holcomb said it was a rule of Court.

His Honour said he was not guided by what had been the rule. He then gave orders that all witnesses be excluded from the Court and that each one give his evidence separately.

Chas. A. Engelbracht, sworn, said he was U. S. Marshal for the Consular district of Shanghai. He then gave similar evidence to that given at the last hearing and the issuing of a warrant to search the Childress house. He had never seen Mr. Gerdetz as he was away at Vladivastock.

Mr. Lamme objected to the evidence in the main as being pure hearsay.

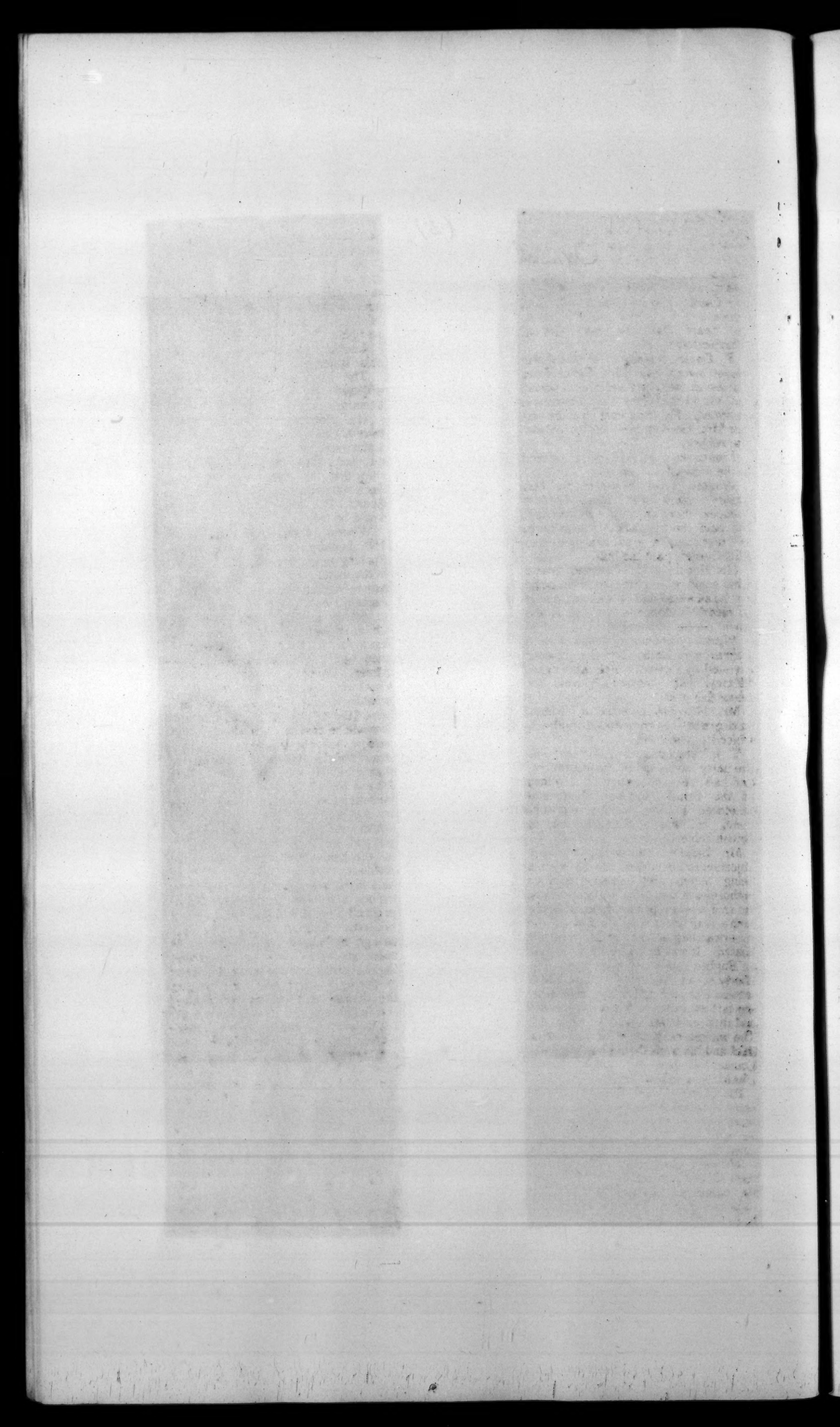
His Honour sustained some of the objections and overruled the others.

Inspector J. McDowell, sworn, proceeded to give the same evidence as reported before to which numerous objections were made, some of which were sustained and others overruled.

Mr. Holcomb objected to a policeman in his official capacity armed with a little brief authority giving evidence unless it was corroborated. In America the evidence of a policeman was viewed with the gravest suspicion, as a policeman or a detective were only looking for conviction of their prisoners.

Inspector McDowell here handed in several letters which had passed between Childress and himself, also a chit for $4 for a tin of oysters.

Mr. Holcomb said maybe the prosecution were trying to prove that Childress had also stolen the oysters. The letters should not be admitted as evidence.



(4)

Witness, continuing, said he had gone to the Astor House and examined some of the boys about the robbery. Later on he applied for a search warrant and searched the Childress house, but no trace of the property was found. He had never seen Mr. Gerdetz, but he had heard of him. He heard that the man was at Vladivostock.

F. Davies, manager of the Astor House, sworn, said Mrs. Gerdetz was a guest at the hotel and she reported her loss at the office and witness was informed. He then went upstairs and saw Mrs. Gerdetz, who told him about the robbery.

Numerous objections were offered to the witness's evidence.

Witness, cross examined by Mr. Lamme, said that Mrs. Gerdetz occupied room 40 with her husband. He paid the bills when he was here. He was away a great deal and then Mrs. Gerdetz paid the bills.

His Honour said he would decide what could be admitted and what could not be admitted and he wanted Counsel to clearly understand it. The letters would not be admitted.

Witness, continuing, stated how a warrant was issued and the prisoner arrested by Detective Eek at Ningpo. Witness had known Childress for about five years.

Mr. Holcomb objected to witness stating what he knew about Childress. Objection sustained.

T. J. Handley, sworn, said he was the party mentioned in the indictment, and had been convicted of a felony at the British Supreme Court and sentenced to nine months imprisonment. He was a Scotsman and a British subject.

Mr. Lamme offered a strenuous objection to the evidence of this witness being taken, and quoted numerous authorities in support of his contentions. He said it was a penal offence to bring such a man under the shadow of the American flag ar any place where it floated. It was an outrage to import an English convict to swear away the liberty of an American citizen. The witness was an English convict and he was no better than an American convict and their evidence would not be taken. The witness was a self confessed sneak thief and his word should not be taken. Counsel finished by making some allusion to a yellow dog.

His Honour, said Counsel had no doubt expounded some good law, but there were enough authorities to admit the testimony. His Honour here quoted authorities.

Witness, continuing, said he had been Consul's constable at Kiukiang. He came to Shanghai in October 1904 and lived on $3,000 or $4,000 he had saved up. He had not been employed here. He had known Childress for about one year. He had met him at various bars and hotels.

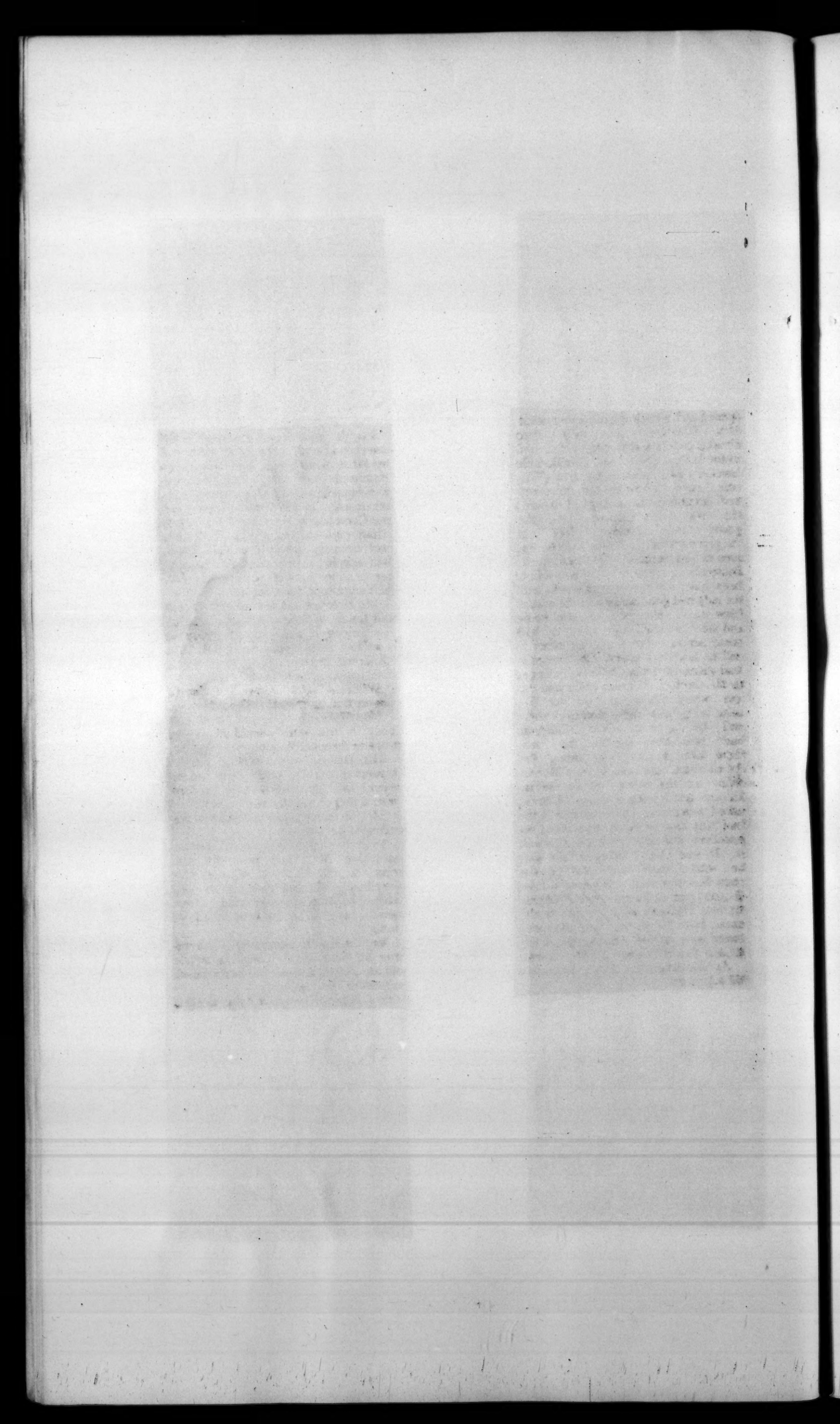
Mr. Lamme objected to the witness, saying he had been arrested for a crime and put in the jug and when he was pinched he made a contract with McDowell to implicate Childress, and so lighten his own sentence.

Inspector McDowell said that was a false statement.

The Clerk of the Court said he objected to Counsel making such remarks.

His Honour said he wished to caution Counsel against making such statements, as they were unfounded and they had no proof to show that such things had been done. Such statements could not be made in Court. The evidence of the witness would be taken.

Witness, continuing, said that on the 16th January be was going over to Pootung to get a clean shirt. He fell in the water and got wet. He come ashore and took a ricksha to the Astor House and had a drink to warm him up. He there met Childress who invited him to his house for a change of clothes. He then had a few drinks and some dinner. Childress then told witness about Mrs. Gerdetz, that she was a wealthy woman. She was supposed to have about $3,000 or $4,000 gold and it would be easy to get it. Childress told witness where it was kept in the right drawer of the dresser in room 40, the door of which was not locked. Both Mr and Mrs Childress joined in the conversation and said the lady was coming to the house the following night for dinner and that witness was then to go and get the stuff and bring it to the house and then they would divide it. On the night of the 30th he left the house about half past eight o'clock and went to the Astor House and had a drink and played a game of billiards. At about 11.30 p.m. he went though the billiard room and went to room 40 which was up the second flight of stairs and it was the first door on the right hand side. He went to the dresser and opened the drawer and found the box. He took it out and put it under his coat and went down stairs. He met a couple of the boys but they did not say anything. He went to the bar and had a drink and then went to the Childress house and went up stairs, and met Childress who asked him if he had the goods. Witness replied yes, and sat on the edge of the bed with the box on the bed covered with his coat. Chidress said a couple of ladies were having dinner down stairs and would soon be going. Half an hour later Childress came up with his wife and said the ladies had gone. The box was



opened and a package of papers taken Mrs. Childress said they were divorce papers and should be returned to the lady. There was considerable jewellery and notes in the box (Witners here described the jewellery and identified the package of papers.) He was to dispose of the goods and receive half of the proceeds as Childress said he was sure to be suspected. Witness left the house about 1.30 a.m. He was told to keep quiet for a couple of weeks until the lady had gone away and the matter blew over. He then left the house and went to Dick Daly's where he had some supper. He made no effort to sell the jewellery at first. The clothes he had received from Childress belonged to Mr. Gerdetz. Witness first found this out when Childress said for G— sake bring back those clothes or there will be a row. Mrs. Childress had said Mrs. Gerdetz had sent them over to be cut down for the children. He later on met Morriss Wart at the Astor House playing billiards and having a drink. Morriss asked witness to come outside in the hall way and spoke to him about the jewellery and said he knew all about it. It was O.K. Witness then said he would meet him later on and show him the stuff. Witness wanted $1,500 and Morriss only offered $1,000. Witness said no, and finally came down to $1,200, and then they tossed dice to see whether $1,000 or $1,200 should be paid and Morris won.

At this stage the Court adjourned till 2.30 p.m.

On the case being resumed in the afternoon Handley was cross-examined by Mr. Holcomb—He had never been dismissed from the British Consulate at Kiukiang for misappropriating certain sums of money. Since he had left the Consulate at Kiukiang he had been living on what money he had. He had been in hospital for two and a half months, in the small-pox hospital for one month, and had employment at Yangtsepoo for a month.

Mr. Holcomb—Are your going to ask this Court to believe that you stole all this money and certain valuable jewellery and you took it up the Childress' and was going to share it with them?

Witness—Yes certainly there's honour among thieves. (Laughter.)

Mr. Holcomb—Do you think any body in this world would think you were an honourable man?

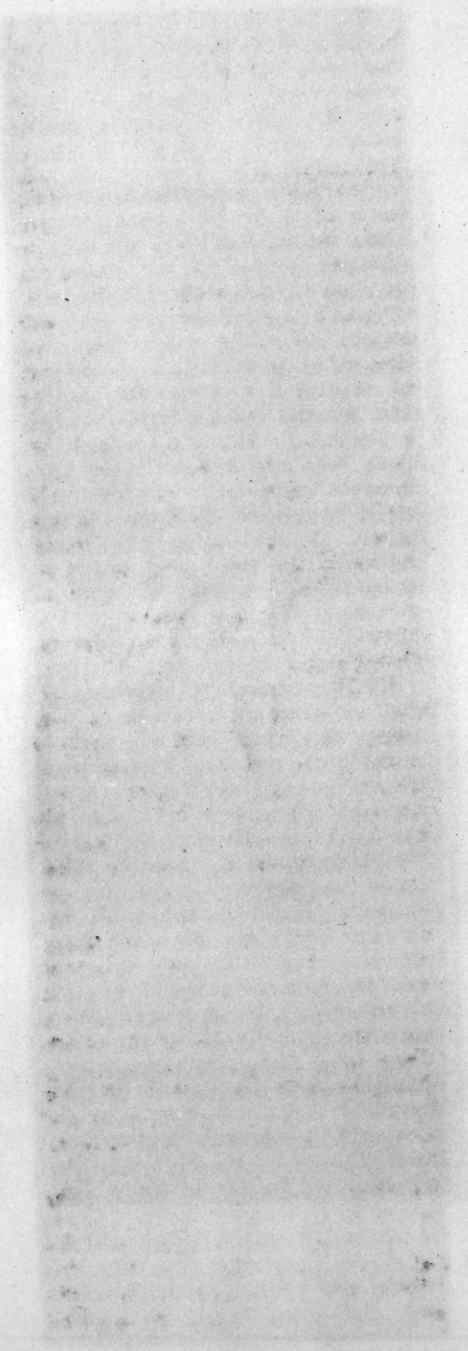
His Honour said he only wanted testimony bearing on this case and he would ask Mr. Holcomb to proceed with a proper examination.

Mr. Holcomb took exception to the ruling of his Honour.

In further cross-examination witness said that Mr. Daly was the first man to whom he showed the jewellery. Witness refused to say where he lived, as, he said, other persons might be involved by his so doing.

Mr. Holcomb accordingly moved that all his evidence should be struck off the record because he had refused to answer this question.

His Honour over-ruled the motion,



stating that he would obtain the information from another witness.

Witness, continuing, said that Mrs. Childress had written letters to him threatening to put the Inspector on to him. He met Wart at the Astor House. After inviting him to have a drink Wart took him aside and said he understood he had some stuff to sell. Witness asked him how he knew and he replied: "I know: its all right; I am O.K." They met at Daly's to discuss the matter. Witness only showed Wart four of the stolen articles of jewellery, and asked $1,500 for them. He came down to $1,200, when he agreed to toss with Wart whether it should be that sum or $1,000, Winess lost the toss, and accepted $1,000. The articles he sold to Wart were a leaf spray, a brooch, a bird set with diamonds, and a ring with a diamond in it. The diamond in the latter was about the size of a pea. He could not say whether it was a very large stone; that would depend on the size of the pea. (Laughter). No promises were held out by anyone that if he gave information he would derive benefit from it. He was warned immediately after his arrest that anything he said might be used against him at his trial. Inspector McDowell said that he knew who was in the robbery so witness might just as well tell the truth.

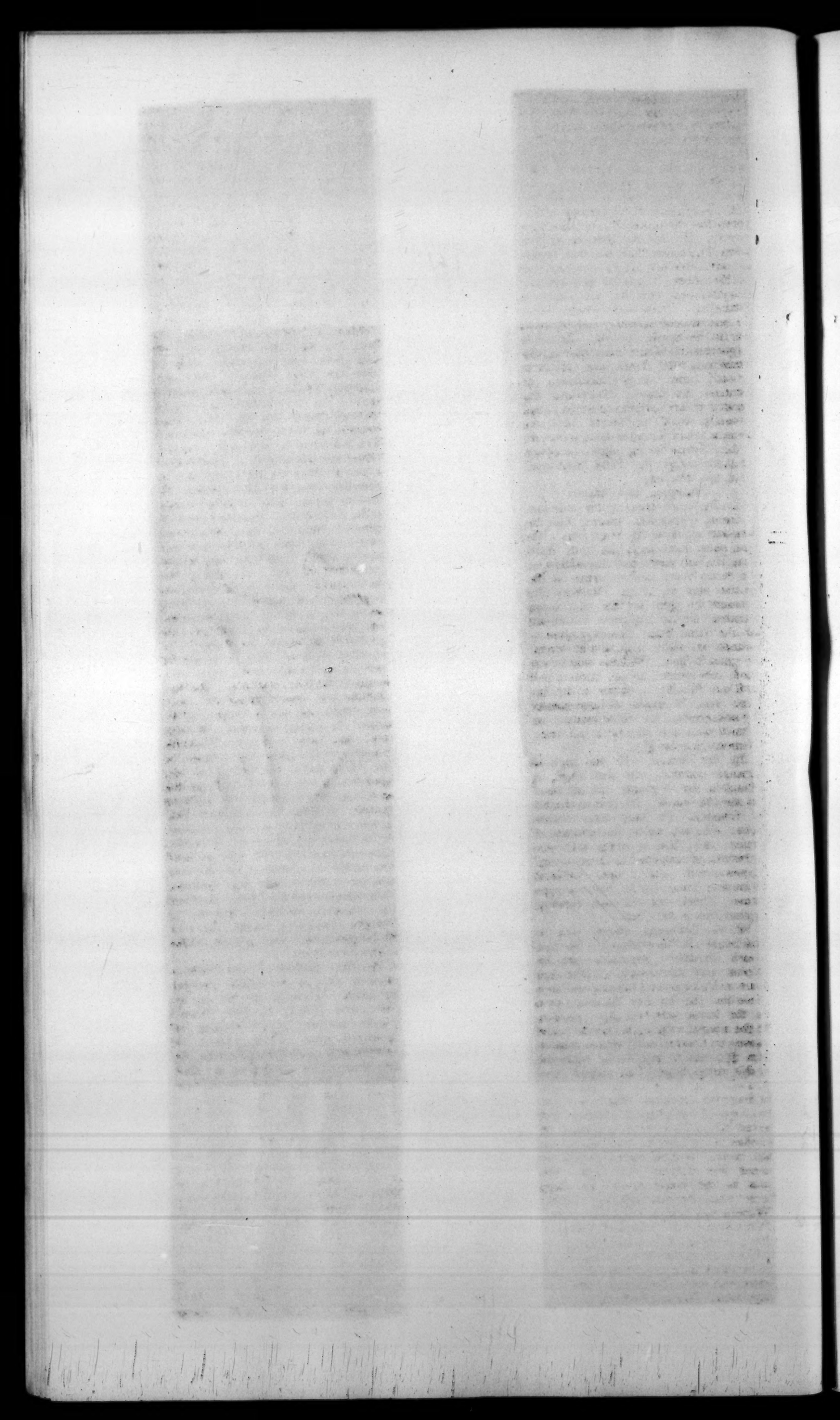
Detective-Sergeant Eek having given evidence as to arresting accused, this concluded the evidence for the prosecution.

Mr. Lamme then moved that the accused, Childress, should be released from custody on the ground (1) that the information did not state facts sufficient to be an offence against the laws of the United States, (2) that there was no evidence to show that the property belonged to Mrs. Gerdetz (3,) the evidence failed to show the name of the owner if such existed and (4) the evidence had been given by persons wholly incompetent to testify.

His Honour said it seemed to him that he had already ruled on several of these points.

Mr. Lamme, in the course of a heated and exhaustive speech, said that under common law no married woman could own property, and therefore Mrs. Gerdetz, being a married woman, could not claim ownership. The testimony of a convict, he contended must be supported by something better than that of a paid detective. Under the modern state of affairs he supposed it must still be necessary to have the polluted trade of a detective. Counsel proceeded to make wholesale attacks upon the police and then directed his attention to Handley who, he referred to, as "the dirty cur they had on the stand." After further expostulations the speaker said that there was not a man in the town, however high his character, who would be safe if Childress was convicted. In the States the uncorroborated testimony of a convict was never taken, nor was that of a paid detective. Handley would not be allowed to pollute the soil of the United States.

His Honour said that he recognised that as a matter of course a vast amount of technical objection could be raised by the defence. He had industriously pursued the course of Mr. Lamme's argument in his mind. He had found that almost all the matters brought up had come under his observation. He did not see any necessity for going into an extended reply to Mr, Lamme's arguments. He utterly disapproved of and thoroughly repudiated what Mr. Lamme had seen fit to say in his argument, and during the course of the evidence, in relation to the police. They were living in a community in Shanghai which was probably unique in the world, both as to government and territorial consideration and environment. There was probably in Shanghai a greater representation of the many nationalities than in any other place. There was a certain proportion of the population here that was not desirable, and it was absolutely necessary that there should be a police



force for the protection and benefit of the whole community so that those who wished to live law-abiding and decent lives and remain within the pale of the law, such as existed in all civilised countries of the world, should be able to do so. It was naturally to be expected, and only right and proper that the police should do everything in their power for the protection of the community. He did not subscribe at all to what Mr. Lamme had said with regard to the absolutely iniquitious practices of the police. It would not apply in England and America more than in Shanghai. There were always more or less bad men in every body of men. As to the merits of Mr. Lamme's arguments the Court was thoroughly convinced that there was sufficient ground from every standpoint to continue the case. Therefore the motions of Mr. Lamme collectively and severally would be denied, and the defence would be requested to proceed.

Mr. Lamme having taken exception to these rulings, the Court adjourned until next morning.

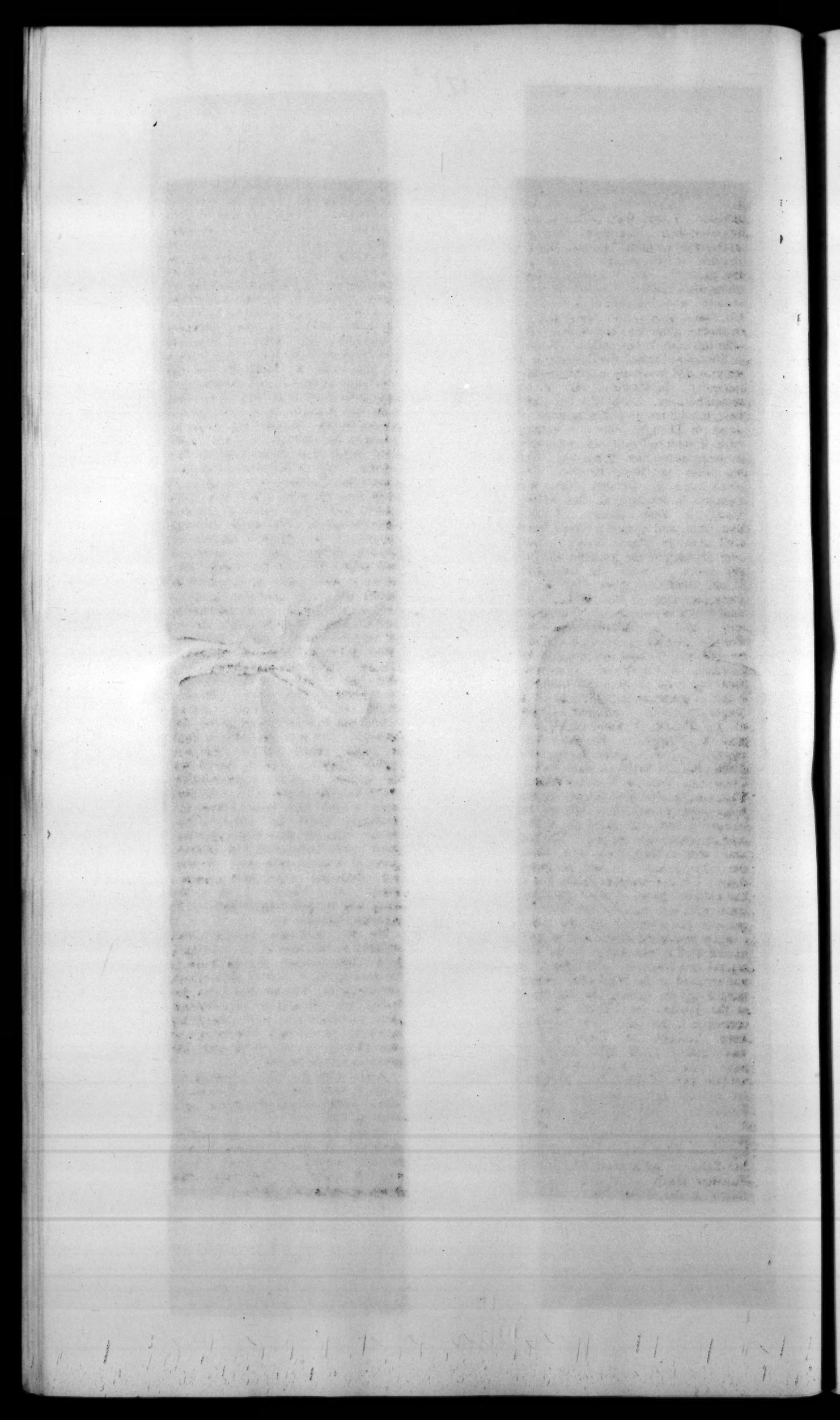
Shanghai, 22nd March.

On the Court resuming this morning, Frank Fernandez, sworn, said he was bar tender at the Astor Bar. He had been here since the 17th April 1904. He had read about the robbery at the Astor House and the arrest of the parties now in Court. He knew the accused by sight for the past seven months. He used to come in and out of the Astor Bar. Handley came to witness one night and said he wished to speak to him. Witness said he was tired and wanted to go home to bed and told Handley to come to the Bar next day. A couple of days passed by and one day he called witness into a back room and offered to sell him a diamond ring for $75.

By His Honour.—He was born of Spanish parents. He had lived in Honolulu for 18 years. He left there to see the world. He had no trouble in Honolulu. He had some trouble here. He was under the influence of liquor and had a scrap and was arrested and sentenced to three weeks' imprisonment and was ordered to be sent home, but he had not gone home. There were no suits pending against him in this Court.

W. A. Childress, sworn, said he had heard all the evidence. He had heard Handley's testimony and he denied most strenuously all that had been said except two instances and they were that the first time Handley came to the house was two days previous to the alleged robbery to borrow some money on a watch and witness loaned him $50 which was to be returned within three days. The second time was when he came to the house in a bedraggled condition, which was on the night of the alleged robbery and asked Mrs. Childress for a change of clothes as he said he had fallen into the river. Witness spoke to him for about five minutes that night. He was in the house about ten days later when he returned the clothes. Witness was not at home that time. Witness had met him and told him that the wrong clothes had been given to him and that the night clothes should be returned at once. He came to the house with the clothes three or four days later. Witness had never told Handley where Mrs. Gerdetz's room was. He had never made a statement about her having $13.000 or $14.000. He had known Mrs. Gerdetz for about five years. He changed a draft for her about the 24th January. They both went to the International Bank and enquired about the exchange and then went to the Hongkong and Shanghai Bank where the exchange was figured out and a draft on San Francisco, bought. He had never told anybody where she kept her mouey. He had never discussed her affairs with anyone. Handley did not bring the box of money and Jewels to the house. Witness had never seen the box. He had no key to unlock it. He did not take money out of the box and divide it and give Handley $70, as he had never received any. The only money that passed between them was the fifty dollars witness had loaned on the watch and that had never been repaid. He had never seen Handley with diamonds in a box or otherwise. He had seen no jewellery from the Astor House. He had no dealing with Handley except those mentioned. Handley came to witness's house on one occasion and stole a purse from Mrs. Childress containing $200. The next day witness taxed him with the theft and at first he denied it. Later he confessed and begged witness not to say anything about it as it would affect his cousin who was in business in Shanghai. He promised to return the money or its eqivalent in a few days. He said he had hidden it away in the gable of a house, through a trap door, in Pootung and the man that occupied the room was suspicious, and he could not recover the money at once. Witness told his wife and that thought Handley would return the money as the fellow was a poor man and had probably been tempted. Witness had seen him borrow money from different people Witness did not have him arrested as he promised not to prosecute if the money was returned. Witness's attorneps had also told him to leave the matter in abeyance for the time and see if the money was returned. Witness's house had been searched by Inspector McDowell and by he thought Detective Young. He went McNingpo after the search, about China New Year.

By His Honour.—I was born in Mexico city, of American parents, in 1863. I left there as an infant and went to Fort Worth, Texas. and lived in the vicinity for seventeen years. Then went to the university at Lawrance Kansas, for two years. Went to Salina for three years. Denver, Colo., one year. Bowie, Texas, one and a half year. I think I then went to Colorado for a little while. I left there in 1890 or 1891. 1891 to 1893 I was in Kansas city. I went to Butte city and Anaconda and remained there for three years. I went to San Francisco for two months in 1896. Then went to Mare Island and then to Yokohama and remained there two or three months. Came to Shanghai in February 1897. I lived here till October that year and then went to Manila and stopped there for twenty two months and returned to Shanghai and lived here and the outports ever since.

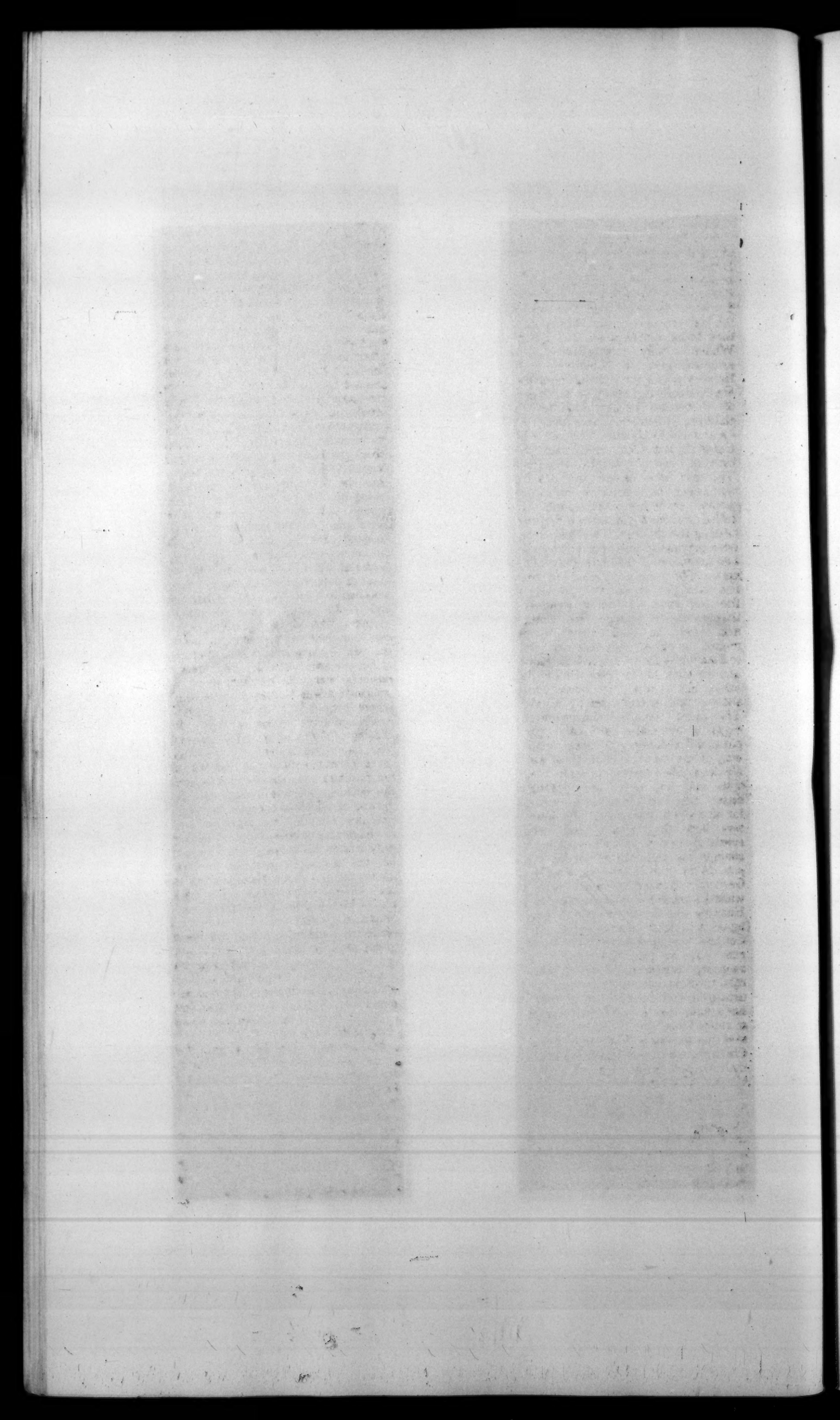


I had received a sufficient education in Kansas to engage in any business. I was from pillar to post for some time. I was mostly engaged in the hotel business from pan washer to clerk. I had my own business at one time. In San Francisco I lived on my own money, I would not like to state what business I was in at Yokohama as it would incriminate me in another affair that has nothing to do with this case. It was nothing criminal. In Shanghai I joined the Customs as a watcher and was made a probationary tidewaiter. In Manila I was in the saloon business. I was sick for some time, but did not go to the hospital. I came to Shanghai, but did nothing here, I went to Peking and speculated in wines, beers, and groceries.. This was after the Boxer trouble. I returned here in October 1901 and engaged in business at the Mascot Hotel, a road house. I sold that place and opened a second hand book store in Ningpo Road. I took over the lease of the Jessfield Inn for two years. I owned the lease with C. A. Biddle. I gave that up in December 1904. I had the place for nine or twelve months. In November 1905 I had the California Gardens. For the past four months I have done no business. I went to Ningpo to establish a brokerage business. Gambling is not my principal business. I had a game at the California for a couple of weeks. I also had a game at the Mascot. I had none before I went to Ningpo for the past few months. I had a game during the Race week and for three days during China New Year's in Foochow Road. That was the time limit allowed by the police when games were allowed to be run. I lost over $400 during the time the game was running. The last time I went to Ningpo was on or about the 20th January. I had no game there. I had a roullette table, but it had not been used. I never gambled there with any man for one cent. No one also had gambled with the table. I was a associated there with a man named McKay who was to furnish the capital and I was to furnish $200. I was arrested on the Bund about twenty months ago for running slot machines at the Jessfied Inn. There was no conviction in that case. The machines were brought to Court and I was told I could take them to have them at any time I wanted to another port. I have been arrested for getting full. I was married in Shanghai. I had but little money at the time. I borrowed some money from Mrs. Gerdetz during China New Year. I returned her $500. I lost $486 at the game in Foochow Road. She asked for the return of the money after the new year. It was understood that it was to be returned. I gave it to my wife to return. I wrote a note to Mrs. Gerdetz a few days after the new year asking her to wait a bit. I dont know the exact date my wife returned the money. I saw Handley for the second time at the California Gardens. I knew nothing about him. The first time he came to the house was two or three days before the alleged robbery. I did not see him when he returned the borrowed clothes. I was absent at that time. He fell in the river on the night of the alleged robbery. I did not see him later on. The first time was when he borrowed $50 on the watch, the second time when he changed his clothes, and the third time when I told him to return the clothes. I do not know the exact amount of money that was in the purse he stole from my wife. There was some gold in it as I had looked at it a few days previously. The $500 that was returned to Mrs. Gerdetz was part of the original loan. The note produced was written by me to her asking her to wait a little time, as I wanted to return the entire amount. I was to have all the profits of the gambling and she was to be paid a fair amount of interest on the loan. I have met Wart at the guest bar of the Astor House. That is the only place I ever met him. I first met Mrs. Gerdetz at house no 54 Kiangsi Road in 1900. The money I loaned to Handley was partly my own and some of a sum I had in trust as Judge Lamme knows. This was told to Handley when I loaned him the money. I have no quarrel with the police that I know of. I have had some trouble with some of them individually about the payment for drinks. One of them came into the hotel partly intoxicated and I had a personal quarrel with him. It was not Inspector McDowell, (Laughter) I know of no cause why the police should bear any animosity towards me.

By Mr. Holcomb. I have two children as the issue of my marriage. Mrs. Childress had one child by a former marriage. There were three children now. I do the best I can for them. The statements of Handley were malicious and were lies from beginning to and Mrs Gerdetz knew what the money was to be used for when she loaned it to me.

At this stage the Court adjouned till 2 p.m. in order to have the evidence of Mrs. Childress, Morriss Wart and one other witness.

During this afternoon's sitting, Mr. Andress, of Messrs. Andrews and Brooks, objected to Wart giving evidence. He was therefore not called on to take the stand.



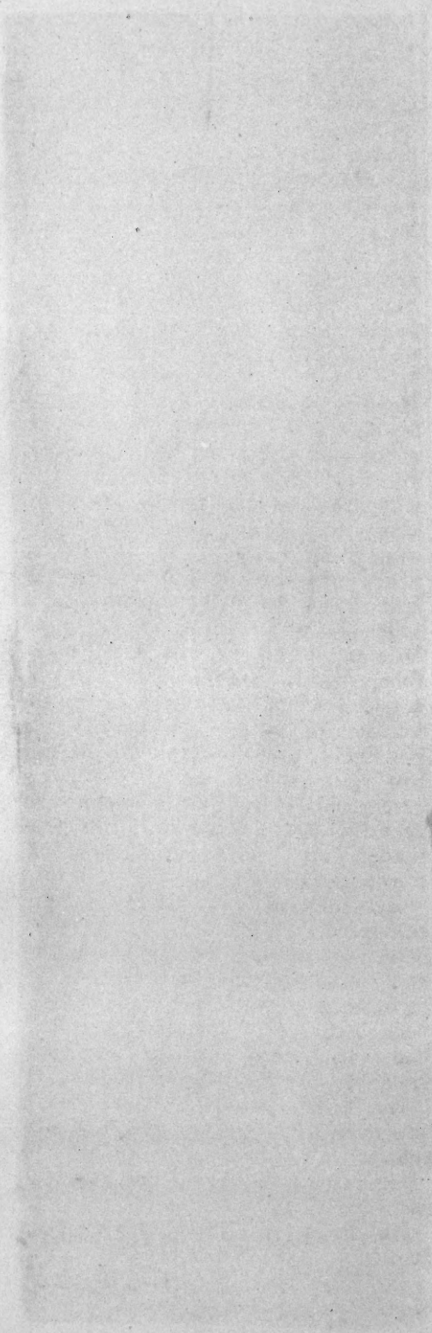
On the Court resuming at 2 p.m.

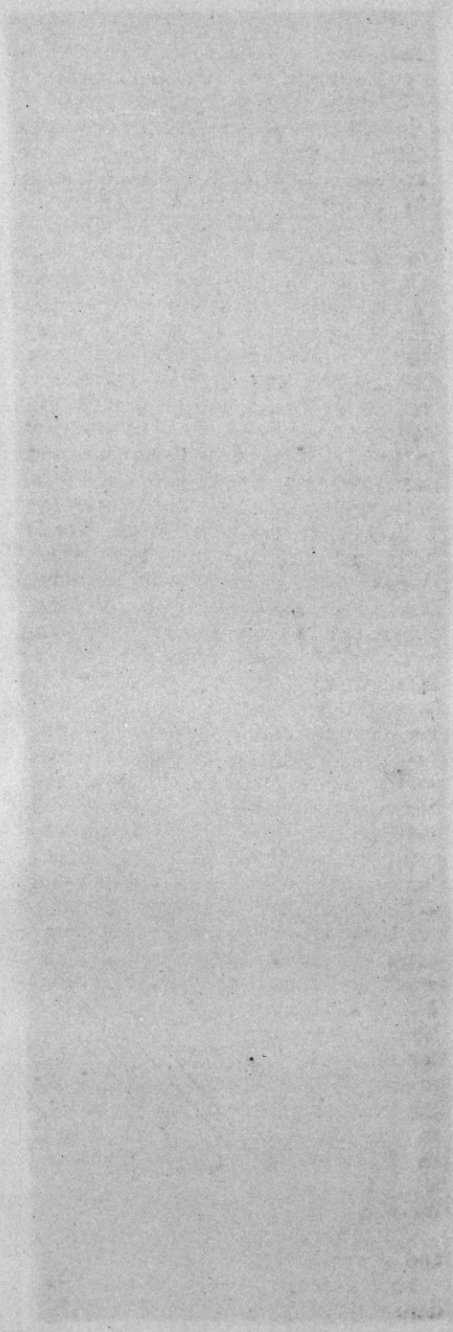
Mrs. Myrtle Childress, sworn, said she first saw Handley at No. 9, Astor Road. She called there to see her husband and he was playing cards there. This was about the middle of January. She next saw Handley on the 30th of January, when he called at their house to change his wet clothes. Witness fully corroborated the evidence given by Childress as to Handley asking for a change of clothes. Mrs. Gerdetz had sent witness a parcel of clothes to be cut down for the children. It was afterwards found that the suit lent to Handley was one of Mr. Gerdetz's best suits, which had been included in the parcel by mistake. The next time witness saw Handley was when he called to return the clothes nearly three weeks later. He called at about 8 p.m. when witness was bathing the children. The children had been playing with her purse, which she had taken out of the safe that afternoon. The purse got wet in the bath and she put it on the dresser in the next room. Handley went into that room to change his clothes, and after he had gone witness missed the purse. She sent two chits to Handley—one to the Astor House and the other to the Astor House Bar asking him to return the purse, which she was sure he had taken by mistake. The purse contained sixteen sovereigns, a two-and-a-half dollar gold piece, a five-dollar gold piece, a stud, etc., of the total value of about $200 Mexican. She received no reply to her chits and had never seen Handley since. She had known Mrs. Gerdetz for nine years, and during the latter's stay here they visited each other nearly every day. Handley called to change his wet clothes about 6.30 p.m. on the 30th of January, and Mrs. Gerdetz and another friend were at witness's house for dinner that evening. Handley did not come to the house again that night. That evening Mrs. Gerdetz arranged to call on witness next day so that they might go shopping together. Next morning Mrs. Gerdetz did not call at the time arranged, and witness sent a chit to her asking the reason. She received a reply from Mrs. Gerdetz, which said that the latter had been robbed. Childress was on the bed reading at the time, and witness showed the chit to him. Childress said: "My God! They haven't got her money anyhow." She knew that by this he referred to the fact that she had a few days previously changed her money into a gold draft, and for this reason it was of no use to the thief. She next put on her things and called on Mrs. Gerdetz to ask particulars about the robbery. In Mrs Gerdetz's room she saw Inspector McDowell. The Inspector's statement that she cried and nearly went into hysterics was untrue. She felt like crying but did not actually cry. Handley's statement implicating her and Childress in the robbery was absolutely untrue. She never spoke to Handley about Mrs. Gerdetz's money or jewellery. Neither she nor her husband sent Handley to the Astor House to steal the box of jewellery. The jewellery was not brought to their house by Handley. The conversation she had with Handley about gambling began with Handley's remark to her on the 30th of January that she probably did not remember seeing him at 9, Astor Road. She replied that she did remember him. After some further remarks as to her husband gambling there she said she did not see any harm in his gambling. It was all right for people with all kinds of money—such as Mr. Gerdetz, who had lost $20,000 at the Alhambra and could easily afford to lose it. Witness had three children, aged one year, four years, and eight years, the two youngest were children of her present husband. Her present business was not conducting a restaurant; it was a sort of little club where people who knew her could come and have meals or spend the evening; they liked to come because it was quiet and clean. Many came there whom she did not see herself, as her husband understood and managed the cooking business better than she did and her children occupied her time. She saw Handley the night he came to change his clothes and because she did not know his character, and thought he was a "nice" man she told him many things about Mrs. Gerdetz in the course of conversation. The location of Mrs. Gerdetz's room was mentioned in correction of a statement made by Handley. Other statements about Mrs. Gerdetz's possessions were made to impress Handley with the importance of her friends and of those who came to her house. She had only seen Handley once before at that time.

His Honour—State clearly and concisely your history?

Mr. Lamme said the witness was perfectly prepared for the most searching investigation into her character during the last eight years since she had been married. If earlier enquiries than that were made she would answer fully, but would feel bound to give exact names of others and dates.

His Honour said he recognised the propriety of Mr. Lamme's remarks and would change his question.





In answer to his Honour witness said she first came to Shanghai about ten years ago and had been married to Childress about five years. She mentioned her various residences and occupations since that time, the list nearly corresponding to that already given by Childress. She had never been in any trouble with the police or been brought before a Court before. The night that Handley came to her house in wet clothes he asked for a loan of $5. She had no reason for giving him any money but because he was in distress she lent him $10, the only money she had in the house, and he promised to return it next morning. It was never returned. Witness and her husband were the only people who knew how little money Mrs Gerdetz had after the robbery. It was because she had so little that they repaid the $500 which Mrs. Gerdetz had lent them, to enable her to get away to Japan. Witness had known Mrs. Gerdetz for about nine years; she first met her at 54 Kiangse Road. When Mrs. Gerdetz was last in Shanghai she was at witness's house nearly every day, but witness only went four times to her room at the hotel and there was always somebody else there. Witness wrote several chits to Handley, but the only reply she had from him was the paper handed to her by Fernandez and said to have been from Handley. She did not know Handley's writing but supposed this paper to be from him. She was quite unable to understand what he meant by writing "Don't be in a hurry; everything is O. K." She fancied the initials "B. H." must refer to Mr. Hill and she showed him the paper to see if he could explain it. She thought the paper might refer to $200 her husband had given or lent to Handley. She did not know the date of this chit.

His Honour said it was dated the 2nd of February.

Mr. Lamme pointed out that the date was really the 25th of February.

His Honour said he was very glad to note the correction.

Witness admitted writing a paper, (produced) which purported to come from Inspector McDowell. She had intended to ask the Inspector to sign it, but eventually wrote the name herself; the name was not spelt the same way as Inspector McDowell's was. It was written and sent Handley on the suggestion of Fernandez. The intention was to frighten Handley into returning the money he had taken from her. When she said: "Do you want these papers held over for to-morrow," she wanted Handley to believe she had papers for his arrest. Witness knew nothing of the loan of $50 by her husband to Handley. She explained an interview with Mrs. Gerdetz after the loss of the money and jewels. Mrs. Gerdetz had come to her house slightly intoxicated and witness remonstrated with her and said Mr. Gerdetz had made her responsible for her. Mrs. Gerdetz cried a little and they had a talk about many things. Mrs. Gerdetz said that the suspicion which had fallen on witness was due to Inspector McDowell, who had charge of the case; she herself had trusted witness with her property before and did not suspect her. The next day Mrs. Gerdetz left Shanghai suddenly; it was her custom to do things impulsively.

Re-examined by Mr. Lamme, witness said Inspector McDowell and another detective had gone through her boxes and ransacked the house seven or eight times, principally since she had been in charge of a constable. She had never been shown any warrant to enable them to make the search.

His Honour said defendant's house was a temporary gaol in charge of the police.

Mr. Lamme objected to this description

His Honour said he would not argue the point.

The Court then adjourned till next mornning at 10.30 a.m.

Shanghai, 23rd March.

On the Court resuming this morning, W. A. Hill, sworn, said he was employed at the Astor Hotel Bar. He had known T. J. Handley by sight for ten or twelve months. He had never had any business dealings with him. He knew nothing about his reputation. He knew Mr. and Mrs. Childress. He did not recognise the chit produced. He had never seen it before to his knowledge. He had spoken to Mrs. Childress about a note. He did not know what note it was. Childress had mentioned to witness some money that he owed him. It was about $180 that had been loaned to Childress. Witness had never sold him a dog. He had never sold a dog in his life. (Laughter.) He had never dealt in dogs or pups. (Renewed laughter.) He had said that Handley had mentioned something about a white pup being sold. Witness had received a chit from Mrs. Childress about the money that was owing, but it did not say who Childress was expecting money from. Childress had said he would repay the loan. Witness did not remember seeing Handley in the Astor House on any particular date. He could not remember as there were so many people going in and out.

By Mr. Holcomb—Mrs. Childress wrote me a chit about some money being stolen. I knew that Childress was away. I had known him for a couple of years. I went to the house and found Mr. Childress engaged with the children. She asked me if I knew Handley and I said yes. She then said that Handley had stolen a puire containing sixteen sovereigns. I said it had nothing to do with me but if I could assist her I would do so. I told her that I wanted to know nothing about Handley but said. I would assist her to recover the money I told her that I had troubles enough of my own. She said something about commencing business at Chang Su Ho's Gardens and if she recovered the money that Handley had stolen, the money I had loaned to Childress would be returned to me. I was not much interested in the affair, I was confident that Childress would repay the loan. I had loaned him money before and it had always been repaid. I discussed a note with Mrs. Childress. She said her husband had written me a chit saying he would repay the loan. I was not worrying about the money. If I had I would not have loaned him the money. I am here to answer questions and not to express an opinion.

A D. Saunders, sworn, said he was accountant at the Hongkong and Shanghai Bank. He did not remember Childress coming to the bank with Mrs. Gerdetz, in January. He did not see Mrs Gerdetz when the draft was issued. He saw it later on when it was returned to the bank. It was a negotiable instrument.

Mr. Holcomb said the document itself was the best evidence and it should be produced in Court, otherwise he would ask that the evidence be struck out.

His Honour said he would take the evidence. Counsel's objections were over-ruled.

Mr. Holcomb said be objected to the ruling of the court. Objection noted.

Witness continuing, said the draft was returned on clean paper. It had been raining about that time.

By Mr. Holcomb—The draft would have to be endorsed before it could be negotiated I. saw the draft when it was returned. It was returned by Detective Eek about the 1st February. It had not been endorsed. It could be made a negotiable instrument, but it would first have to be signed by the personin whose favour it was drawn. It was made in favour of Mrs. J. Gerdetz. It would not be accepted by any bank unless itwas endorsed by the payee. He did not see Childress when the draft was issued. He had no knowledge how the draft was paid for.

F. Fernandez, recalled, said he delivered the envelope produced to Mrs. Childress. It was given to him by Handley. Witness did not discuss the contents of the note with Mrs. Childress.

By Mr. Holcomb—I gave the note to Mrs. Childress and while she opened it, I sat in a chair near the table. She said something about the initials B. H. or C. H. She said she was going to write to Childress about it as she did not understand what it meant.

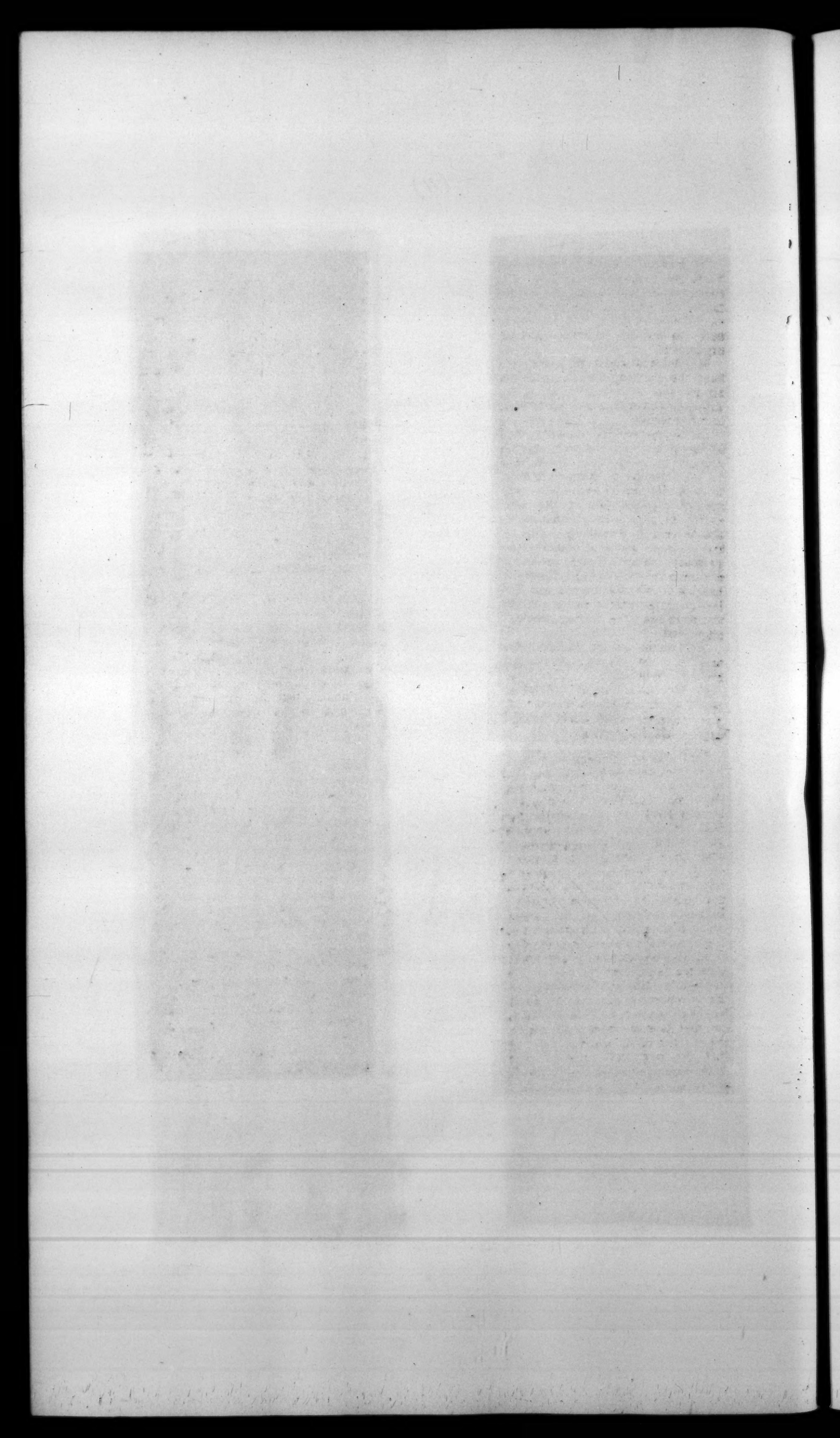
Detective Sergt. Eek, recalled, said he had a package of papers handed to him by a Chinaman.

Mr. Holcomb said he objected to Detective Eek giving evidence, as it had been made a ruling of the Court that all the witnesses should be excluded during the hearing, and Detective Eek had been sitting in Court during the whole trial.

His Honour said it had not been intended to call Detective Eek at first. His evidence was essential and would be taken. If necessary the Chinaman could be produced, Counsel's objections were noted.

Witness, continuing, said when he received the package of papers he took them to the bank and handed them to Mr. Saunders. The papers were in a clean condition and did not appear as if they had been in the mud.

This was all the evidence.



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His Honour said it had been impossible to get the records completed. The stenographer had worked nearly all night. If counsel so desired the Court would adjourn till this afternoon or early to-morrow morning for the arguments.

Mr. Holcomb said it was necessary to have the testimony of all the witnesses signed and if necessary during the arguments counsel would like to refer to the records.

His Honour said the testimony would all be signed. The records were the property of the Court but there would be no objection to counsel referring to them. He also wished to point out to counsel that the rule of the Court during the arguments was that counsel should confine themselves strictly to the evidence and that remarks of a personal nature would under no circumstances be allowed. During the hearing of this case the rule had been broken on several occasions and if it was done again the hearing would be suspended.

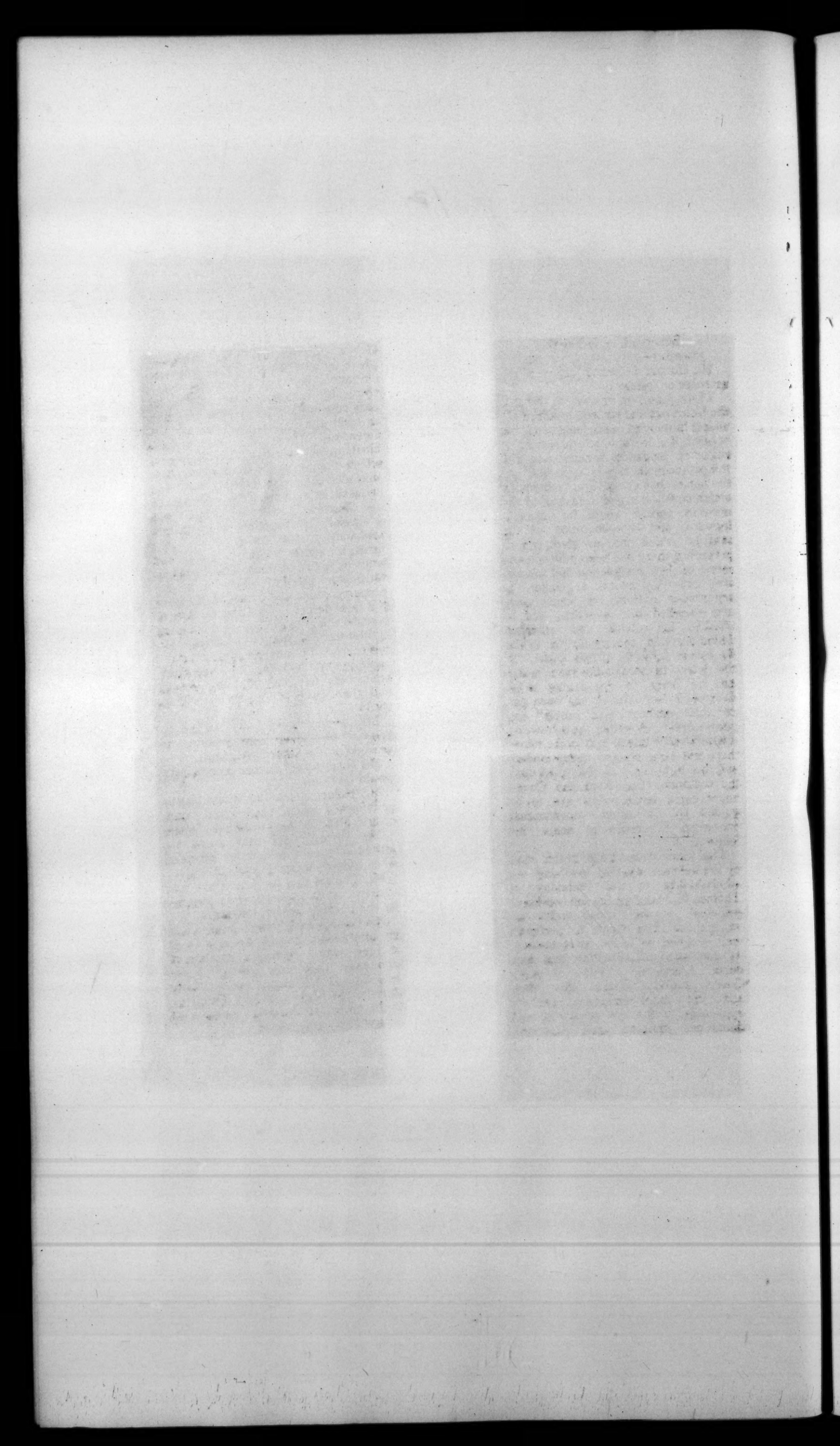
Mr. Lamme and Mr. Holcomb both said that none of the rules had been broken intentionally.

His Honour said he did not wish to say that Mr. Holcomb was the principal offender. The Court would be adjourned till 2.30 p.m.

On the Court resuming at 2.30 p.m. Mr. Holcomb addressed the Court at great length. His contentions were that Handley's evidence, being the evidence of a convicted felon and not directly corroborated was inadmissible; that the American Consular Court at Shanghai being governed by the fundamental common law only, outside of American law could not convict an American citizen of inciting a British subject to commit a crime against British statute law; that in any event the uncorrobrated evidence of an alleged accomplice could not be accepted as sufficient to convict; that the note in Handley's handwriting was not corroboration but was only equivalent to a statement by Handley himself, and that its existence was not known to the prisoner till he heard of it in Court; that the prisoner's previous record under examination by the Court had disclosed nothing dishonourable in his career and that he was entitled to be considered innocent until strictly proved guilty on the evidence; that Handley had an evident motive in wishing to put the Childresses out of the way, seeing that they had accused him of robbing Mrs. Childress of her purse and $200; that he had the additional motive that by throwing part of his crime on to others he might hope for leniency himself; that the property stolen by Handley had not been properly identified to the Court as the property of Mrs. Gerdetz at all; that the draft stolen was not negotiable until endorsed by Mrs. Gerdetz, and Childress who had helped to obtain the draft for Mrs. Gerdetz and who "was no fool" was perfectly aware of that fact; that if a reasonable doubt existed in the mind of the Court, prisoner was entitled to acquittal.

Mr. Holcomb having used up most of the time allowed by the Court, made room for Mr. Lamme who, with only twenty minutes at his disposal, laid stress on the fact that the ownership of the stolen property had not been proved by the prosecution, and he read an ancedote from the San Franscisco Call, in which a man caught redhanded stealing the silver ornaments from the altar of a church was acquitted because the property did not belong to the Priest who charged the man, but to the Church represented by the Bishop. This failure on the part of the prosecution was fatal to their case. He admitted that the prisoner had knocked about the world and had gambled a little at times, but most people gambled and prisoner had never been convicted of any offence. Although he and his wife had been kept in custody separately their stories dovetailed into each other in a way that untrue stories could not have done and their statements supporting each other thus were entitled to credence while Handley's, which alone controverted them, was not. Counsel did not ask for mercy, but for justice. He concluded his appeal by asking that the strict laws of evidence be applied in this case, as known in Common Law.

The Court reserved judgment till next morning.



Shanghai, 24th March.

JUDGMENT—PRISONER ACQUITTED.

His Honour delivered judgment this morning as follows :—

Throughout the hearing of this case the Court has endeavored to afford the widest latitude to the defence and has applied the strictest interpretation to rules of evidence in connection with the prosecution. It was apparent from the outset that every legal technicality which could be urged in favour of the accused person would be brought forward, and in recognition of the sanction which the law gives to such procedure there has been patience and more or less resignation and submission even to useless argument, to superfluous oratory, to unnecessary and uncalled for invective, and to unasked for advice and mistaken definitions and conclusions as to the duties and authority of this Court. In the intent to accomplish exact justice and to deny no opportunity to the defence a freer hand has been given than perhaps was proper and permissable. However, as a reward, it is now to be hoped that in the future there will be a clearer understanding and that light such as that shed upon the contention that American Courts under extra territoriality are to be guided by the same constitutional provisions as obtain at home will follow.

The main issue raised in this case by the defence was that involving the admissability of the testimony of Thomas H. Handley, the self confessed principal in the crime under investigation. The Court is perfectly well satisfied as to the correctness of its conclusion in admitting this evidence. Competent opinion of many Courts entirely sustain this view and this under conditions entirely applicable to the circumstances and limitations imposed upon American Courts in China. The testimony given by the witness Handley was unshaken, and but for the degree of credibility involved by reason of his conviction of a crime it was certainly as lucid and logical as that of the defendant. However, through a combination of peculiar circumstances, which often arise to embarrass those who seek to punish crime, there was unquestionably a failure on the part of the prosecution to give proper and adequate corroboration to Handley's testimony. Not only that, but through causes which could not well be avoided there has been no satisfactory proof of ownership of the property stolen and consequently there is a fatal defect. That and the lack of corroborating testimony for Handley entitles the defendant to an acquittal in this count. The charge against him—namely that of being an accessory before the fact, has not been proven, and the records of this Court will so show.

Mr. Holcomb said he wished to know if the Government intended to proceed on the other indictments.

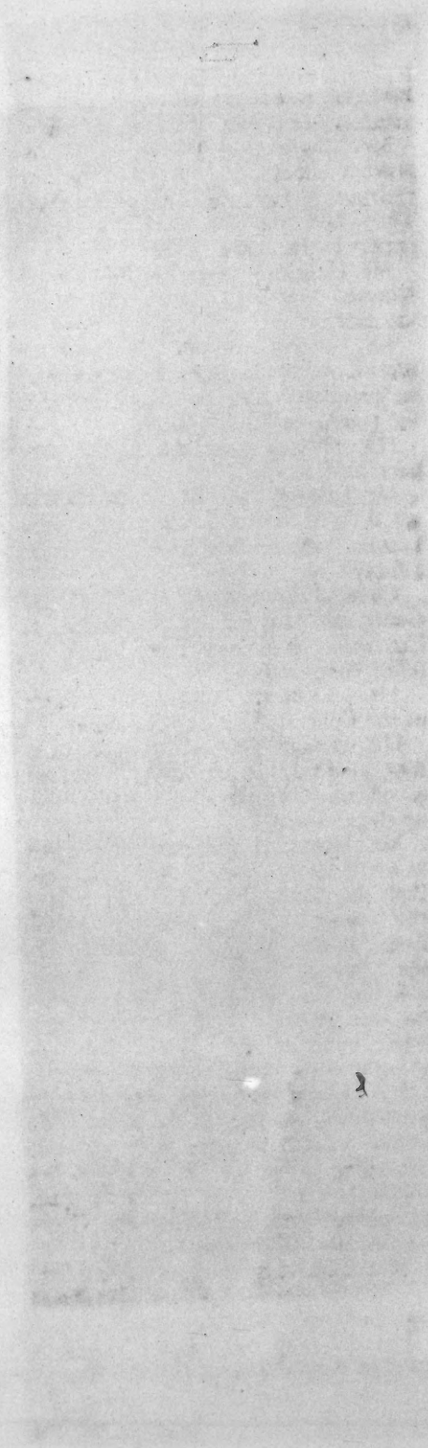
His Honour said further proceedings would be taken.

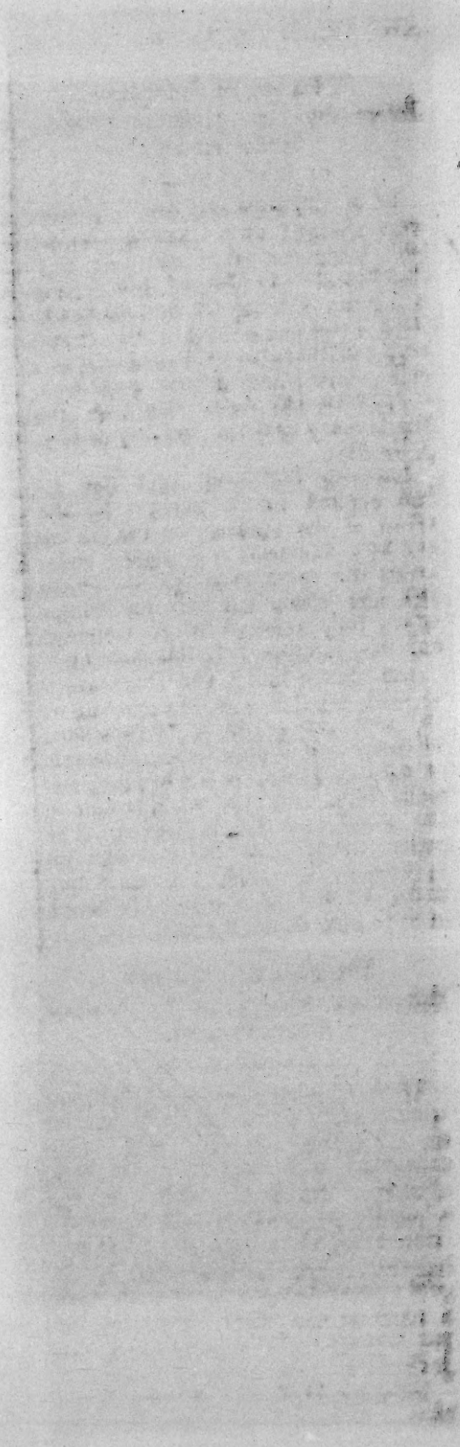
Mr. Holcomb said he would like to be informed which case would come up first, Mrs. Childress or Morriss Wart.

His Honour said that would be settled later on and Counsel informed when a date for hearing would be set.

Mr. Lamme said he would ask the Court to set as earlier date as possible for the hearing of Mrs. Childress.

His Honour said he was going away this afternoon and would be back again in a few days. He had a number of civil cases that were coming up for hearing and he would set an early date for the hearing of Mrs. Childress, in the meantime she would be released on her own recogniance.





AMERICAN CONSULAR COURT.

Shanghai, 7th February.

Before the Hon. JAMES L. RODGERS, Consul General,

A SERIOUS CHARGE.

W. A. Childress and Mrs. Childress were charged on a Consular warrant with being concerned with one T. J. Handley, already charged, with stealing a quantity of jewellery and diamonds, Bank notes and a draft on the Hongkong and Shanghai Bank for $12.370.51 gold; total value $16.000 gold from a room at the Astor House on the 31st January 1906, the property of Mrs. J. Gerdetz.

Inspector McDowell said that he had applied for a warrant for the arrest of the accused on the 5th inst and Mrs. Childress was placed under arrest the same evening. Detectives Bek and Young left here for Ningpo where they arrested W. A. Childress and they returned here this morning.

His Honour said it was unnecessary to take any evidence this morning as the case was going to be remanded till to-morrow. Childress would remain in custody of the police at Hongkew while Mrs. Childress would remain in the same custody as before. The police would give the prisoners an opportunity to consult Counsel if they so desired and the case would he heard at 10.30 a.m. on the 8th inst.

Shanghai, 8th February.

Before the Hon. JAMES L. RODGERS, Consul General.

A SERIOUS CHARGE.

W. A. Childress and Mabel Childress were brought up on remand charged on a Consular warrant with being concerned with one T. J. Handley, already charged, with stealing a quantity of jewellery and diamonds, Bank notes and a draft on the Hongkong and Shanghai Bank for $12.370.51 gold; total value $16.000 gold, from a room at the Astor House on the 31st January 1906, the property of Mrs. J. Gerdetz.

Inspector McDowell prosecuted and Messrs. E. H. Lamme and C. Holcomb appeared for the defence.

His Honour said this would only be a preliminary hearing and only enough evidence would be taken to hold the prisoners and remand them for trial.

Mr. Lamme said that up to the present counsel had not heard what the charges against the accused were. They had not yet seen any of the papers in the case.

Mr. Holcomb said they had not yet received any legal information about the case.

Mr. Lamme said that in a case of this character the Consular Court had no jurisdiction and he would ask that the complaint be dismissed.

His Honour said the motion was overruled.

Mr. Lamme said he would like to ask if there were any other complaints besides those mentioned in the affidavit.

Chas. Englebracht, Clerk of the Court, said that for the information of Counsel he would say there would be other complaints.

Mr. Lamme said the Clerk of the Court had no right to answer.

His Honour said Mr. Englebracht was quite right in answering. He was an officer of the Court and had drawn up the affidavit.

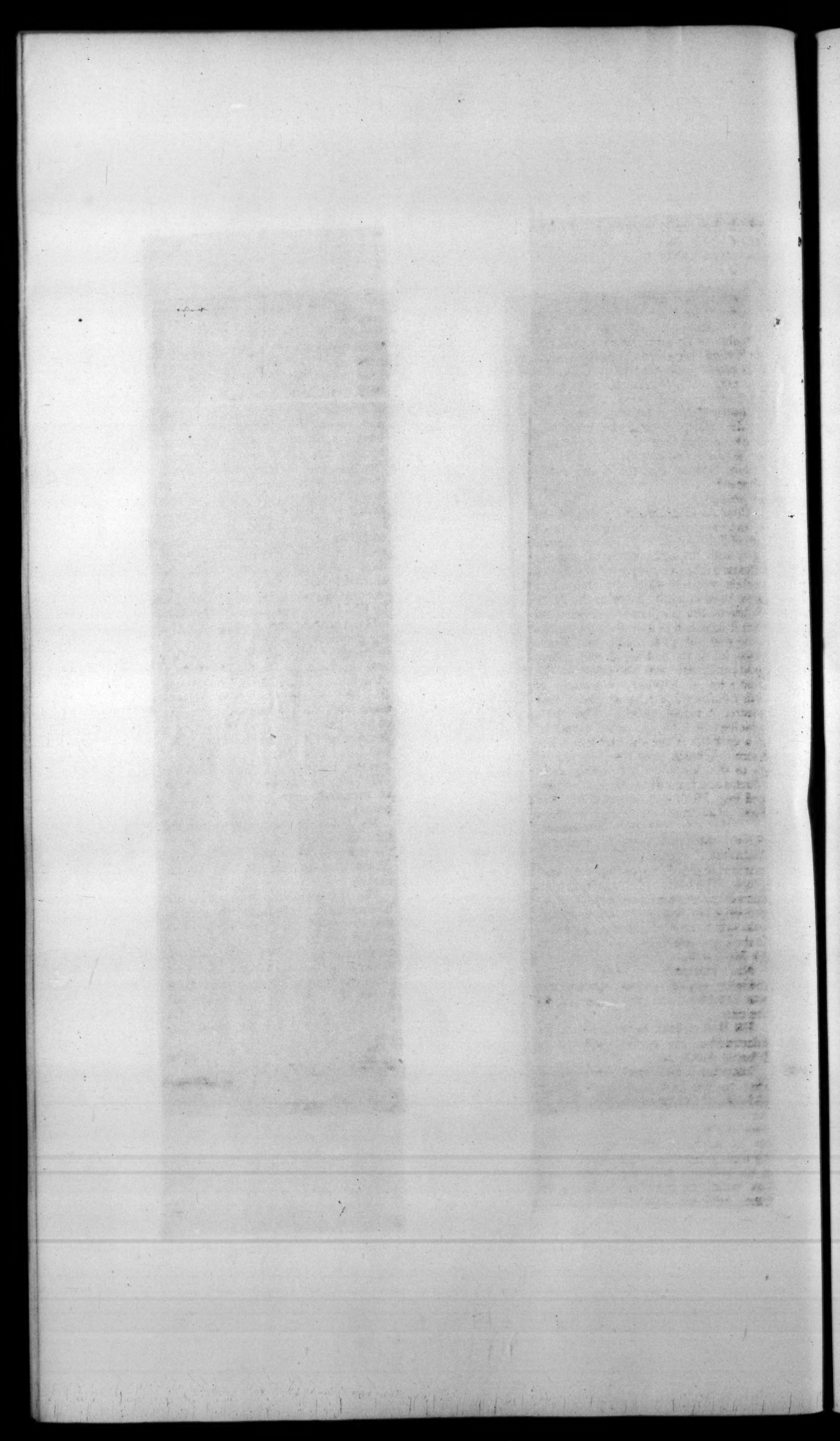
Mr. Holcomb addressed the Court at some length during which he said that the Court had no right to try the case. The prisoners would first have to be indicted by the grand jury and he would ask for the dismissal of the prisoners on the ground that they had not been indicted and there was nothing to connect them with the crime.

His Honour said there would be no prosecuting attorney in the case. The Court would proceed with the case according to law and according to the regulations laid down by the Minister at Peking and in addition the Court needed no advice from anybody.

Mr. Lamme said he would ask that all the evidence he taken in shorthand and each witness swear to it.

His Honour said there would a stenographer engaged for the trial.

Counsel here addressed the Court at some length during



which they made numerous objections all of which were overruled and the objections noted.

His Honour said that in regard to the motions made, some sweeeping assertions had been made as to the powers of the Court. When the laws were framed, Mr. Lamme was not a member of Congress which was a pity as it would have saved lots of trouble and considerable time to the Court this morning. His Honour then quoted a case which had been tried in the Consular Court in Japan in 1890.

Mr. Holcomb said he wished to know on what Court the prisoners were to be proceeded against.

His Honour said the Court would proceed on the information in its possession.

Chas A. Englebracht, Clerk of the Court, sworn stated that about the 4th or 5th of February Mrs J. Gerdetz in company with Inspector McDowell came to witness's office and reported the loss of certain property which she claimed to have been stolen from her at the Astor House on the 31st January. She stated that it consisted of a draft on the Hongkong and Shanghai Bank, San Francisco, for 12,300 and some odd dollars gold; that there was also taken at the time a lot of jewellery consisting of four brooches and other articles of that nature, personal papers. The draft jewellery and papers were contained in a cash box which she had left in her room. Witness questioned her closely as to who knew of her having these articles and from what she said witness and Insp. McDowell suspected Mr. and Mrs. Childress of the rubbery or through their connivance. From this information Inspector McDowell applied for a search warrant to search the premises of these people. The house at No. 20 North Soocow Road was searched but none of the property was recovered. Later on witness saw some of the missing jewellery in the Consulate in the hands of Inspector McDowell.

Mr. Holcomb objected to the evidence saying it was hearsay and was irrelevant and had no bearing on the case.

His Honour said he was asking for information. He had no objection to it being struck out.

Inspector J. McDowell, sworn, stated that on the 31st January, about one o'clock midday, he received a telephone message from the Astor House. He immediately went there and was shown up to Room 40 which was occupied by Mrs. J. Gerdetz. She stated that a tin cash box had been taken from her room the previous night, sometime between eight p.m. and one o'clock the next morning. She said she had lost over $16,000 worth of property. Witness questioned her as where she had been the previous night and the said she had been out with another lady to a friend's house where they had had an oyster supper. While witness was talking to her Mrs Childress came in the room and in her presence Mrs Gerdetz said she had been robbed of a box containing a bank draft for $12,000 and a quantity of jewellery between 8.30 p.m. and 1 a.m. while she was at their house having an oyster supper. In referring to the Bank draft, she said it was the one that Childress had assisted her to purchase Mrs. Childress began to cry and show great sympathy. Witness then mentioned two of the Chinese boys in the hotel. Witness made further enquiries and had several interviews with Mrs Gerdetz and several days later in company with her applied to the Consulate for a search warrant to search the house occupied by Childress. The warrant was issued and the search made but no trace of the goods were to be found. On the morning of the 5th inst. T. J. Handley was arrested in a native house in Hongkong Road on a British warrant. In his possession were several chits from the Childresses and some of the jewelley. That same day a warrant was issued for the arrest of Mr. and Mrs. Childress on a charge of larceny and another one for Morriss Wart who was arrested on the charge of receiving some of the stolen property.

Mr. Holcomb said there was not the slightest testimony to connect the accused with the crime therefore he would make a motion for their dismissal.

His Honour said the motion would be overruled. The Court was satisfied that there was evidence enough to hold the accused for trial. He would hear an application for bail. As there were a couple of children dependant on Mrs. Childress he would fix her bail at $1,000 while the bail for Mr. Childress would be $5,000 In the case of Mrs. Childress she would be kept under the surveillance of the police.

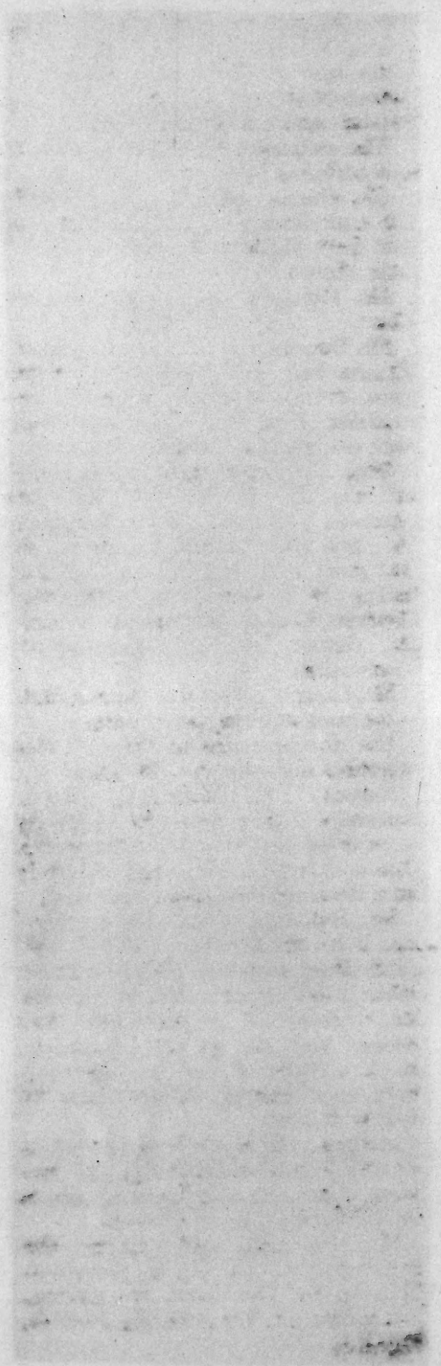
The case would be set for hearing on the 21st March at 10 a.m.

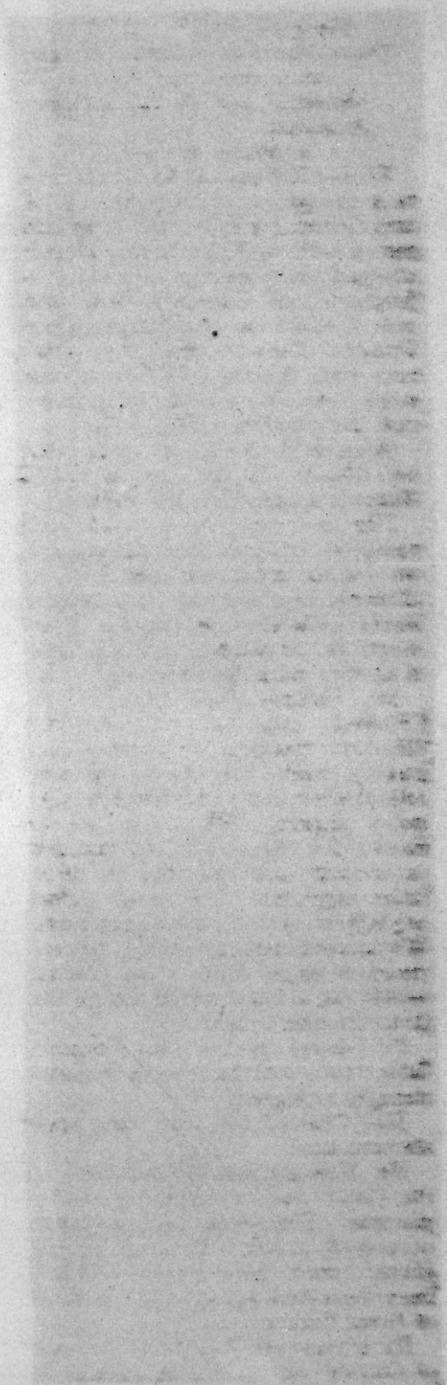
His Honour said that [redacted] Childress should have the best accomodation the police station afforded.

The accused said there was no proper door or windows in the cell and it was freezing cold.

Mr. Holcomb said the cells at the Municipal station were not fit to house a dog in.

His Honour said he would visit the station and satisfy himself.





March.

Shanghai, 21st February.

Before the Hon JAMES L. ROBERTS, Consul-General, and Messrs. W. McGinnis and A. C. BOUGHTON, Assessors.

A SERIOUS CHARGE.

W. A. Childress and Mabel Childress were brought up on remand charged on a Consular warrant with being concerned with one T. J. Handley, already charged, with stealing a quantity of jewellery and diamonds, Bank notes and a draft on the Hongkong and Shanghai Bank for $12.370.51 gold; total value $16,000 gold, from a room at the Astor House on the 31st January 1906, the property of Mrs. J. Gerdetz.

Inspector J. McDowell prosecuted and Messrs. E. H. Lamme and C. Holcomb appeared for the defence.

The Court room was crowded with spectators, and after some discussion it was decided to take the case of W. A. Childress first and that the cases of Mabel Childress and Morriss Wart should be postponed, Mrs. Childress to be removed to her residence.

Mr. Holcomb said that W. A. Childress was accused of four different charges viz: being accessory before the fact, accessory after the fact, conspiracy and receiving stolen property. He would like to know which charge the Court intended to take first or if they were all to be taken together. The lesser crime might be merged into the bigger crime. The accused might eventually be convicted of simple larceny and counsel would like to know which charge the Court intended to take first.

Mr. Lamme objected to the Assessors being sworn until the accused had been formally arraigned.

The Clerk of the Court then read the complaint.

Mr. Holcomb said he demurred as the Court had no jurisdiction to try the case. There had been no crime committed against the laws of the United States, the only crime that had been committed was against the laws of Great Britain.

His Honour said that the contentions of Counsel was utterly repugnant to the relations existing between both countries. The case was perfectly in order and would be tried. Counsel's demurrer would be overruled on all grounds and the objection noted.

The associates were then examined and accepted by Counsel.

His Honour said he had allowed the examination of the associates, so that there could be no possible objections offered.

Mr. Holcomb said it was a rule of Court.

His Honour said he was not guided by what had been the rule. He then gave orders that all witnesses be excluded from the Court and that each one give his evidence separately.

Chas. A. Engelbracht, sworn, said he was U. S. Marshal for the Consular district of Shanghai. He then gave similar evidence to that given at the last hearing and the issuing of a warrant to search the Childress house. He had never seen Mr. Gerdetz as he was away at Vladivastock.

Mr. Lamme objected to the evidence in the main as being pure hearsay.

His Honour sustained some of the objections and overruled the others.

Inspector J. McDowell, sworn, proceeded to give the same evidence as reported before to which numerous objections were made, some of which were sustained and others overruled.

Mr. Holcomb objected to a policeman in his official capacity armed with a little brief authority giving evidence unless it was corroborated. In America the evidence of a policeman was viewed with the gravest suspicion, as a policeman or a detective were only looking for conviction of their prisoners.

Inspector McDowell here handed in several letters which had passed between Childress and himself, also a chit for $4 for a tin of oysters.

Mr. Holcomb said maybe the prosecution were trying to prove that Childress had also stolen the oysters. The letters should not be admitted as evidence,

(4)

Witness, continuing, said he had gone to the Astor House and examined some of the boys about the robbery. Later on he applied for a search warrant and searched the Childress house, but no trace of the property was found. He had never seen Mr. Gerdetz, but he had heard of him. He heard that the man was at Vladivostock.

F. Davies, manager of the Astor House, sworn, said Mrs. Gerdetz was a guest at the hotel and she reported her loss at the office and witness was informed. He then went upstairs and saw Mrs. Gerdetz, who told him about the robbery.

Numerous objections were offered to the witness's evidence.

Witness, cross examined by Mr. Lamme, said that Mrs. Gerdetz occupied room 40 with her husband. He paid the bills when he was here. He was away a great deal and then Mrs. Gerdetz paid the bills.

His Honour said he would decide what could be admitted and what could not be admitted and he wanted Counsel to clearly understand it. The letters would not be admitted.

Witness, continuing, stated how a warrant was issued and the prisoner arrested by Detective Eek at Ningpo. Witness had known Childress for about five years.

Mr. Holcomb objected to witness stating what he knew about Childress. Objection sustained.

T. J. Handley, sworn, said he was the party mentioned in the indictment, and had been convicted of a felony at the British Supreme Court and sentenced to nine months imprisonment. He was a Scotsman and a British subject.

Mr. Lamme offered a strenuous objection to the evidence of this witness being taken, and quoted numerous authorities in support of his contentions. He said it was a penal offence to bring such a man under the shadow of the American flag ar any place where it floated. It was an outrage to import an English convict to swear away the liberty of an American citizen. The witness was an English convict and he was no better than an American convict and their evidence would not be taken. The witness was a self confessed sneak thief and his word should not be taken. Counsel finished by making some allusion to a yellow dog.

His Honour, said Counsel had no doubt expounded some good law, but there were enough authorities to admit the testimony. His Honour here quoted authorities.

Witness, continuing, said he had been Consul's constable at Kiukiang. He came to Shanghai in October 1904 and lived on $3,000 or $4,000 he had saved up. He had not been employed here. He had known Childress for about one year. He had met him at various bars and hotels.

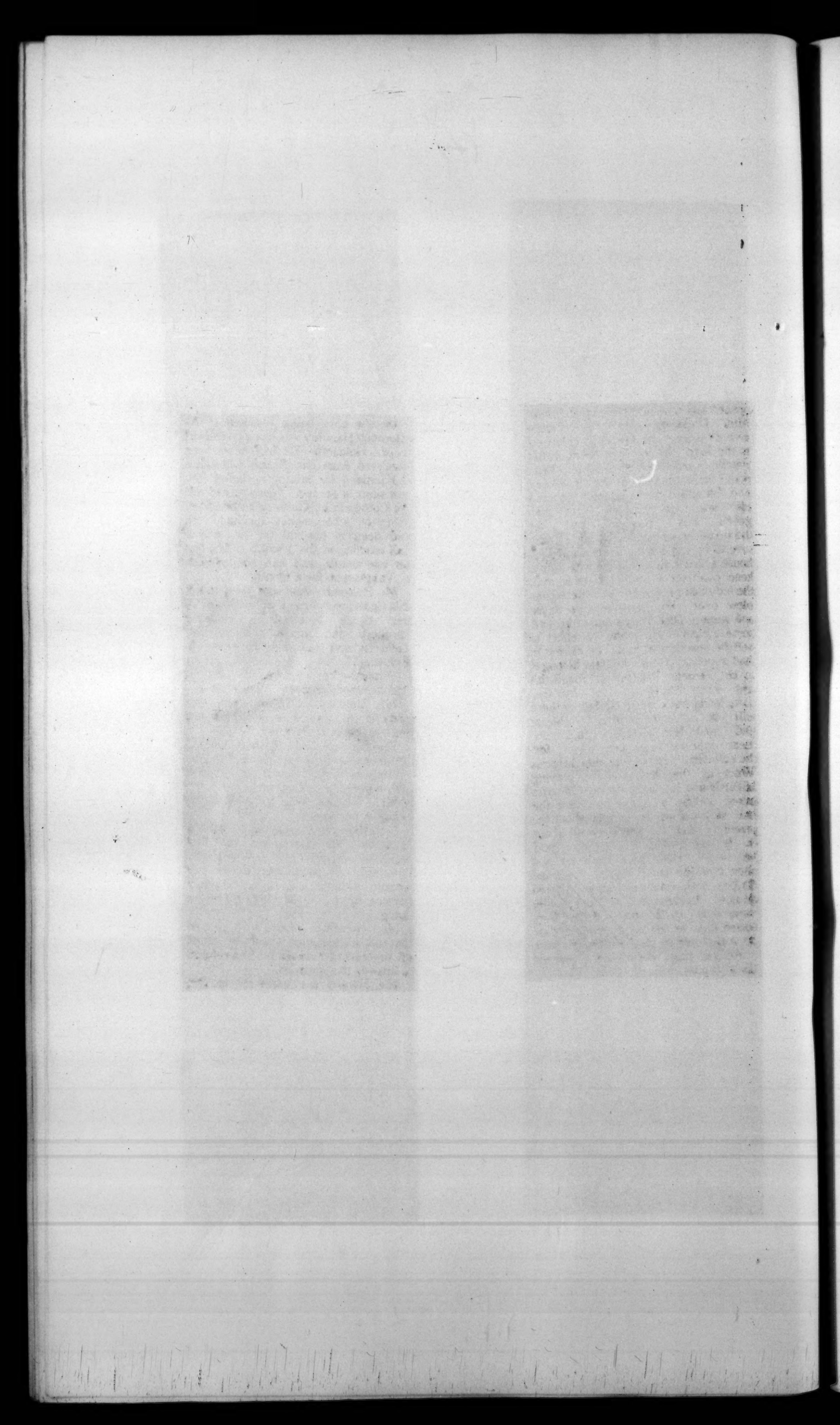
Mr. Lamme objected to the witness, saying he had been arrested for a crime and put in the jug and when he was pinched he made a contract with McDowell to implicate Childress, and so lighten his own sentence.

Inspector McDowell said that was a false statement.

The Clerk of the Court said he objected to Counsel making such remarks.

His Honour said he wished to caution Counsel against making such statements, as they were unfounded and they had no proof to show that such things had been done. Such statements could not be made in Court. The evidence of the witness would be taken.

Witness, continuing, said that on the 16th January be was going over to Pootung to get a clean shirt. He fell in the water and got wet. He come ashore and took a ricksha to the Astor House and had a drink to warm him up. He there met Childress who invited him to his house for a change of clothes. He then had a few drinks and some dinner. Childress then told witness about Mrs. Gerdetz, that she was a wealthy woman. She was supposed to have about $3,000 or $4,000 gold and it would be easy to get it. Childress told witness where it was kept in the right drawer of the dresser in room 40, the door of which was not locked. Both Mr and Mrs Childress joined in the conversation and said the lady was coming to the house the following night for dinner and that witness was then to go and get the stuff and bring it to the house and then they would divide it. On the night of the 30th he left the house about half past eight o'clock and went to the Astor House and had a drink and played a game of billiards. At about 11.30 p.m. he went though the billiard room and went to room 40 which was up the second flight of stairs and it was the first door on the right hand side. He went to the dresser and opened the drawer and found the box. He took it out and put it under his coat and went down stairs. He met a couple of the boys but they did not say anything. He went to the bar and had a drink and then went to the Childress house and went up stairs, and met Childress who asked him if he had the goods. Witness replied yes, and sat on the edge of the bed with the box on the bed covered with his coat. Chidress said a couple of ladies were having dinner down stairs and would soon be going. Half an hour later Childress came up with his wife and said the ladies had gone. The box was



opened and a package of papers taken Mrs. Childress said they were divorce papers and should be returned to the lady. There was considerable jewellery and notes in the box (Witners here described the jewellery and identified the package of papers.) He was to dispose of the goods and receive half of the proceeds as Childress said he was sure to be suspected. Witness left the house about 1.30 a.m. He was told to keep quiet for a couple of weeks until the lady had gone away and the matter blew over. He then left the house and went to Dick Daly's where be had some supper. He made no effort to sell the jewellery at first. The clothes he had received from Childress belonged to Mr. Gerdetz. Witness first found this out when Childress said for G— sake bring back those clothes or there will be a row. Mrs. Childress had said Mrs. Gerdetz had sent them over to be cut down for the children. He later on met Morriss Wart at the Astor House playing billiards and having a drink. Morriss asked witness to come outside in the hall way and spoke to him about the jewellery and said he knew all about it. It was O.K. Witness then said he would meet him later on and show him the stuff. Witness wanted $1,500 and Morriss only offered $1,000. Witness said no, and finally came down to $1,200, and then they tossed dice to see whether $1,000 or $1,200 should be paid and Morris won.

At this stage the Court adjourned till 2.30 p.m.

On the case being resumed in the afternoon Handley was cross-examined by Mr. Holcomb—He had never been dismissed from the British Consulate at Kiukiang for misappropriating certain sums of money. Since he had left the Consulate at Kiukiang he had been living on what money he had. He had been in hospital for two and a half months, in the small-pox hospital for one month, and had employment at Yangtsepoo for a month.

Mr. Holcomb—Are your going to ask this Court to believe that you stole all this money and certain valuable jewellery and you took it up the Childress' and was going to share it with them?

Witness—Yes certainly there's honour among thieves. (Laughter.)

Mr. Holcomb—Do you think any body in this world would think you were an honourable man?

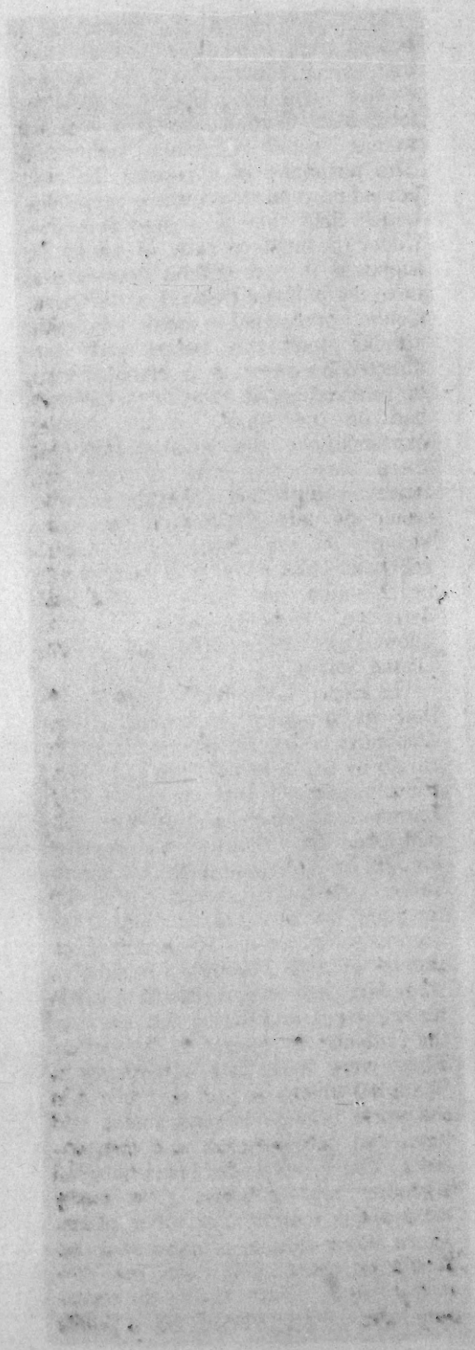
His Honour said he only wanted testimony bearing on this case and he would ask Mr. Holcomb to proceed with a proper examination.

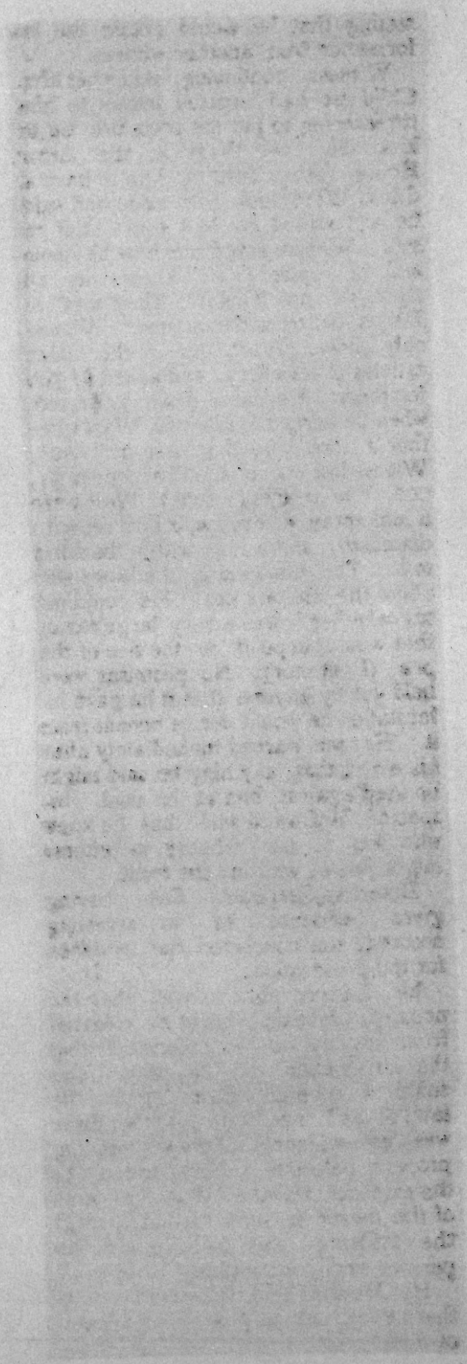
Mr. Holcomb took exception to the ruling of his Honour.

In further cross-examination witness said that Mr. Daly was the first man to whom he showed the jewellery. Witness refused to say where he lived, as, he said, other persons might be involved by his so doing.

Mr. Holcomb accordingly moved that all his evidence should be struck off the record because he had refused to answer this question.

His Honour over-ruled the motion,





stating that he would obtain the information from another witness.

Witness, continuing, said that Mrs. Childress had written letters to him threatening to put the Inspector on to him. He met Wart at the Astor House. After inviting him to have a drink Wart took him aside and said he understood he had some stuff to sell. Witness asked him how he knew and he replied: "I know: its all right; I am O.K." They met at Daly's to discuss the matter. Witness only showed Wart four of the stolen articles of jewellery, and asked $1,500 for them. He came down to $1,200, when he agreed to toss with Wart whether it should be that sum or $1,000, Winess lost the toss, and accepted $1,000. The articles he sold to Wart were a leaf spray, a brooch, a bird set with diamonds, and a ring with a diamond in it. The diamond in the latter was about the size of a pea. He could not say whether it was a very large stone; that would depend on the size of the pea. (Laughter). No promises were held out by anyone that if he gave information he would derive benefit from it. He was warned immediately after his arrest that anything he said might be used against him at his trial. Inspector McDowell said that he knew who was in the robbery so witness might just as well tell the truth.

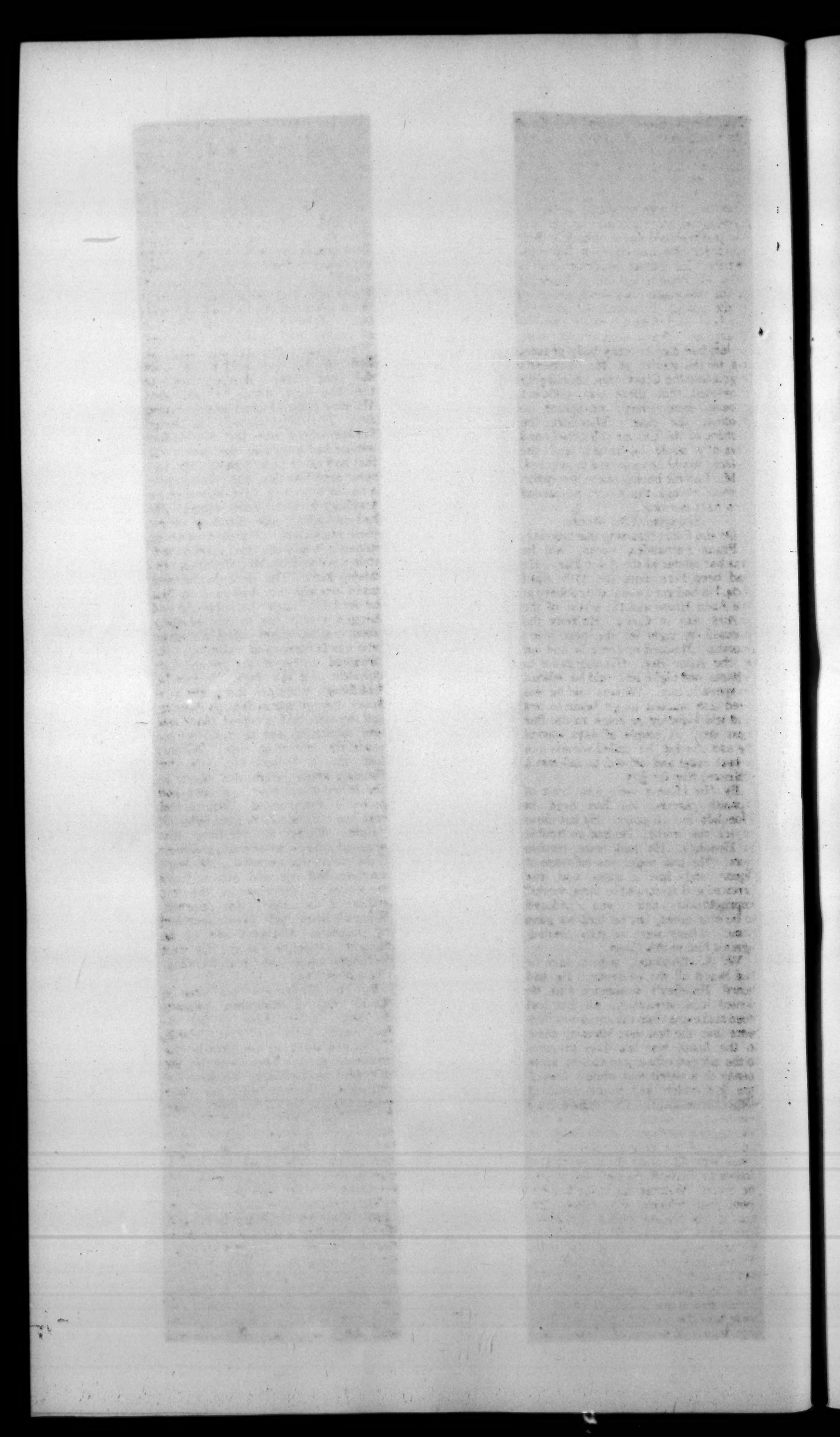
Detective-Sergeant Eek having given evidence as to arresting accused, this concluded the evidence for the prosecution.

Mr. Lamme then moved that the accused, Childress, should be released from custody on the ground (1) that the information did not state facts sufficient to be an offence against the laws of the United States, (2) that there was no evidence to show that the property belonged to Mrs. Gerdetz (3,) the evidence failed to show the name of the owner if such existed and (4) the evidence had been given by persons wholly incompetent to testify.

His Honour said it seemed to him that he had already ruled on several of these points.

Mr. Lamme, in the course of a heated and exhaustive speech, said that under common law no married woman could own property, and therefore Mrs. Gerdetz, being a married woman, could not claim ownership. The testimony of a convict, he contended must be supported by something better than that of a paid detective. Under the modern state of affairs he supposed it must still be necessary to have the polluted trade of a detective. Counsel proceeded to make wholesale attacks upon the police and then directed his attention to Handley who, he referred to, as "the dirty cur they had on the stand." After further expostulations the speaker said that there was not a man in the town, however high his character, who would be safe if Childress was convicted. In the States the uncorroborated testimony of a convict was never taken, nor was that of a paid detective. Handley would not be allowed to pollute the soil of the United States.

His Honour said that he recognised that as a matter of course a vast amount of technical objection could be raised by the defence. He had industriously pursued the course of Mr. Lamme's argument in his mind. He had found that almost all the matters brought up had come under his observation. He did not see any necessity for going into an extended reply to Mr, Lamme's arguments. He utterly disapproved of and thoroughly repudiated what Mr. Lamme had seen fit to say in his argument, and during the course of the evidence, in relation to the police. They were living in a community in Shanghai which was probably unique in the world, both as to government and territorial consideration and environment. There was probably in Shanghai a greater representation of the many nationalities than in any other place. There was a certain proportion of the population here that was not desirable, and it was absolutely necessary that there should be a police



force for the protection and benefit of the whole community so that those who wished to live law-abiding and decent lives and remain within the pale of the law, such as existed in all civilised countries of the world, should be able to do so. It was naturally to be expected, and only right and proper that the police should do everything in their power for the protection of the community. He did not subscribe at all to what Mr. Lamme had said with regard to the absolutely iniquitious practices of the police. It would not apply in England and America more than in Shanghai. There were always more or less bad men in every body of men. As to the merits of Mr. Lamme's arguments the Court was thoroughly convinced that there was sufficient ground from every standpoint to continue the case. Therefore the motions of Mr. Lamme collectively and severally would be denied, and the defence would be requested to proceed.

Mr. Lamme having taken exception to these rulings, the Court adjourned until next morning.

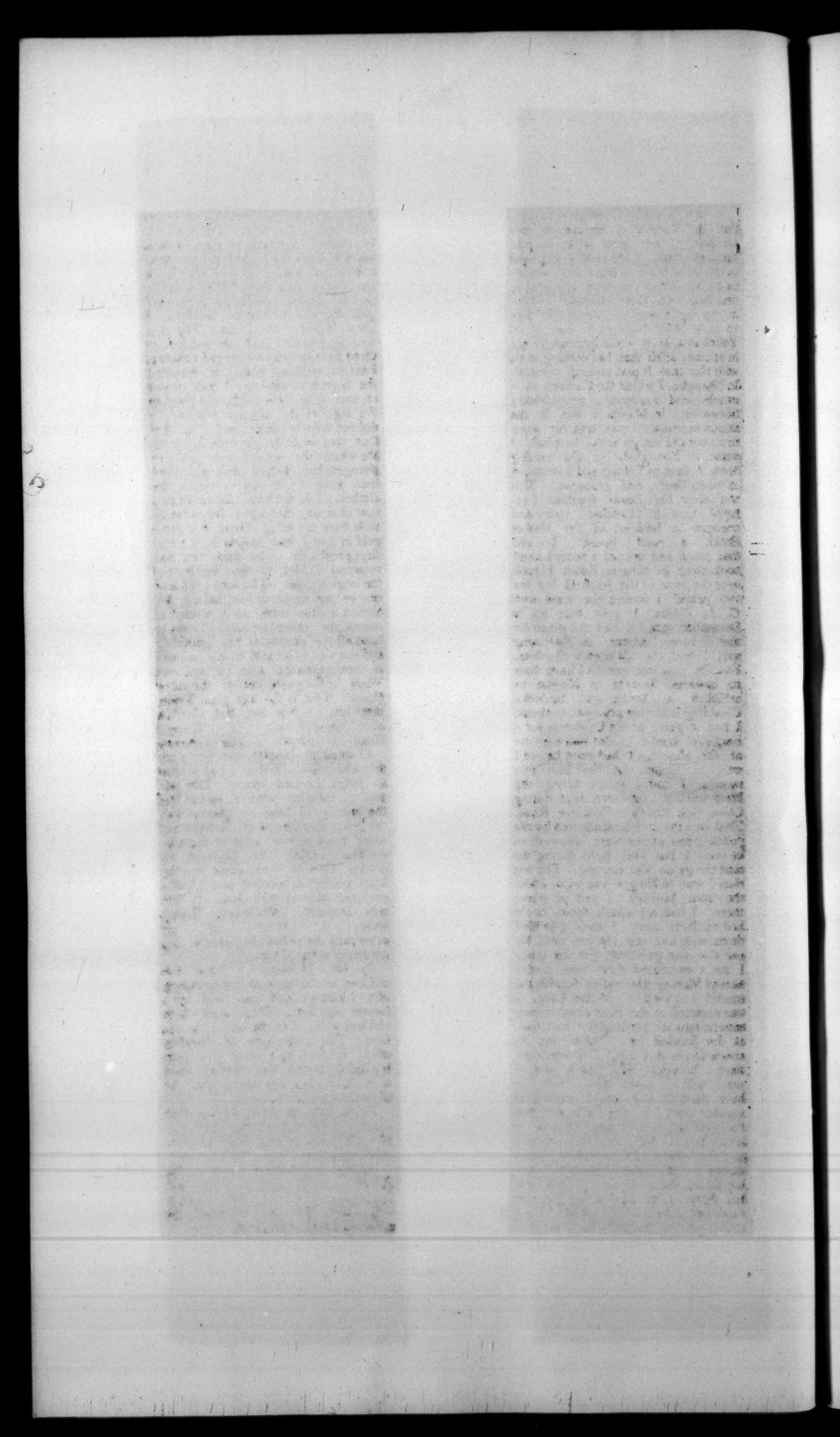
Shanghai, 22nd March.

On the Court resuming this morning, Frank Fernandez, sworn, said he was bar tender at the Astor Bar. He had been here since the 17th April 1904. He had read about the robbery at the Astor House and the arrest of the parties now in Court. He knew the accused by sight for the past seven months. He used to come in and out of the Astor Bar. Handley came to witness one night and said he wished to speak to him. Witness said he was tired and wanted to go home to bed and told Handley to come to the Bar next day. A couple of days passed by and one day he called witness into a back room and offered to sell him a diamond ring for $75.

By His Honour.—He was born of Spanish parents. He had lived in Honolulu for 18 years. He left there to see the world. He had no trouble in Honolulu. He had some trouble here. He was under the influence of liquor and had a scrap and was arrested and sentenced to three weeks' imprisonment and was ordered to be sent home, but he had not gone home. There were no suits pending against him in this Court.

W. A. Childress, sworn, said he had heard all the evidence. He had heard Handley's testimony and he denied most strenuously all that had been said except two instances and they were that the first time Handley came to the house was two days previous to the alleged robbery to borrow some money on a watch and witness loaned him $50 which was to be returned within three days. The second time was when he came to the house in a bedraggled condition, which was on the night of the alleged robbery and asked Mrs. Childress for a change of clothes as he said he had fallen into the river. Witness spoke to him for about five minutes that night. He was in the house about ten days later when he returned the clothes. Witness was not at home that time. Witness had met him and told him that the wrong clothes had been given to him and that the night clothes should be returned at once. He came to the house with the clothes three or four days later. Witness had never told Handley where Mrs. Gerdetz's room was. He had never made a statement about her having $13.000 or $14.000. He had known Mrs. Gerdetz for about five years. He changed a draft for her about the 24th January. They both went to the International Bank and enquired about the exchange and then went to the Hongkong and Shanghai Bank where the exchange was figured out and a draft on San Francisco, bought. He had never told anybody where she kept her mouey. He had never discussed her affairs with anyone. Handley did not bring the box of money and Jewels to the house. Witness had never seen the box. He had no key to unlock it. He did not take money out of the box and divide it and give Handley $70, as he had never received any. The only money that passed between them was the fifty dollars witness had loaned on the watch and that had never been repaid. He had never seen Handley with diamonds in a box or otherwise. He had seen no jewellery from the Astor House. He had no dealing with Handley except those mentioned. Handley came to witness's house on one occasion and stole a purse from Mrs. Childress containing $200. The next day witness taxed him with the theft and at first he denied it. Later he confessed and begged witness not to say anything about it as it would affect his cousin who was in business in Shanghai. He promised to return the money or its eqivalent in a few days. He said he had hidden it away in the gable of a house, through a trap door, in Pootung and the man that occupied the room was suspicious, and he could not recover the money at once. Witness told his wife and that thought Handley would return the money as the fellow was a poor man and had probably been tempted. Witness had seen him borrow money from different people Witness did not have him arrested as he promised not to prosecute if the money was returned. Witness's attorneps had also told him to leave the matter in abeyance for the time and see if the money was returned. Witness's house had been searched by Inspector McDowell and by he thought Detective Young. He went McNingpo after the search, about China New Year.

By His Honour.—I was born in Mexico city, of American parents, in 1863. I left there as an infant and went to Fort Worth, Texas. and lived in the vicinity for seventeen years. Then went to the university at Lawrance Kansas, for two years. Went to Salina for three years. Denver, Colo. one year. Bowie, Texas, one and a half year. I think I then went to Colorado for a little while. I left there in 1890 or 1891. 1891 to 1893 I was in Kansas city. I went to Butte city and Anaconda and remained there for three years. I went to San Francisco for two months in 1896. Then went to Mare Island and then to Yokohama and remained there two or three months. Came to Shanghai in February 1897. I lived here till October that year and then went to Manila and stopped there for twenty two months and returned to Shanghai and lived here and the outports ever since.

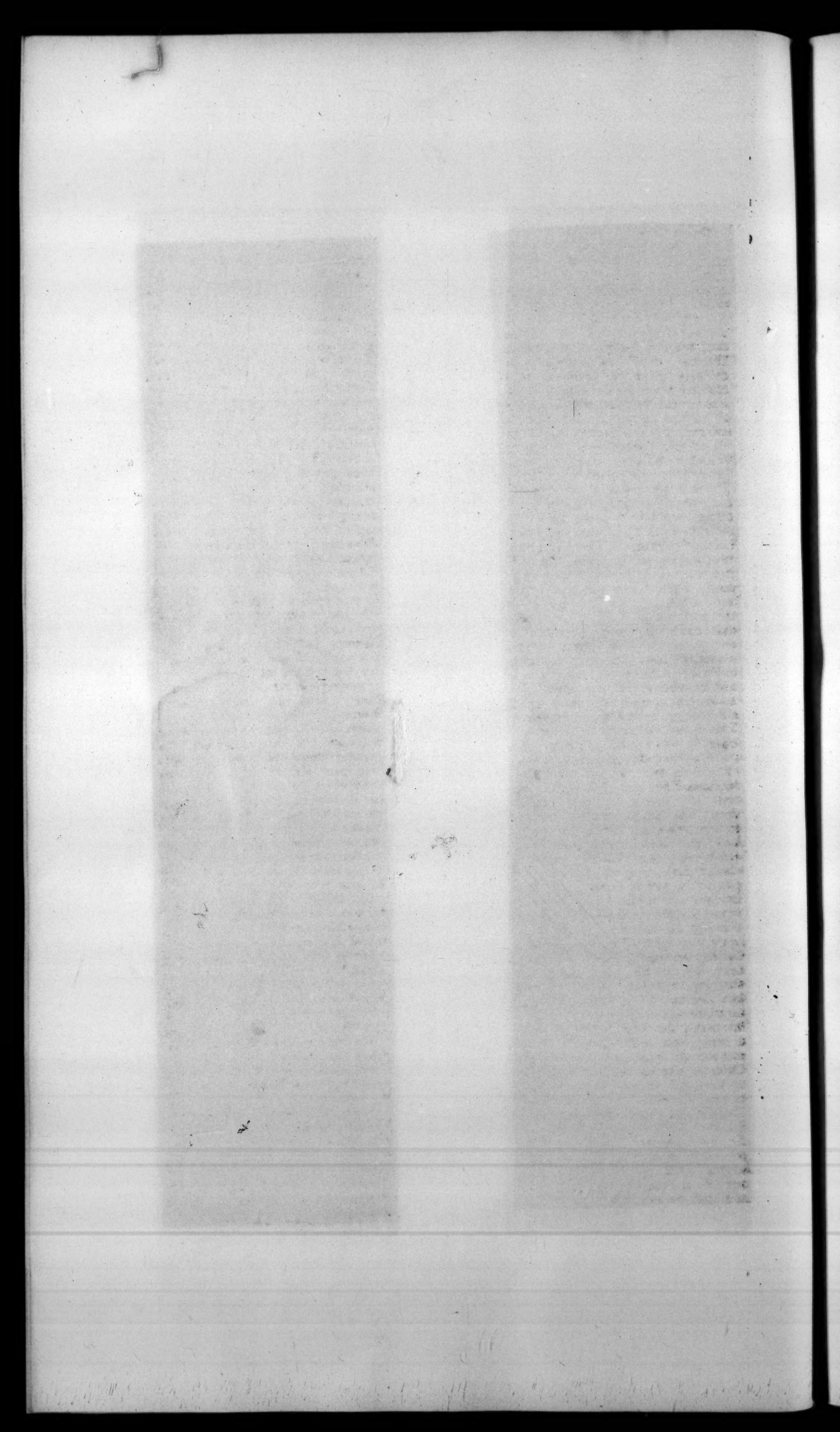


I had received a sufficient education in Kansas to engage in any business. I was from pillar to post for some time. I was mostly engaged in the hotel business from pan washer to clerk. I had my own business at one time. In San Francisco I lived on my own money, I would not like to state what business I was in at Yokohama as it would incriminate me in another affair that has nothing to do with this case. It was nothing criminal. In Shanghai I joined the Customs as a watcher and was made a probationary tidewaiter. In Manila I was in the saloon business. I was sick for some time, but did not go to the hospital. I came to Shanghai, but did nothing here, I went to Peking and speculated in wines, beers, and groceries.. This was after the Boxer trouble. I retuned here in October 1901 and engaged in business at the Mascot Hotel, a road house. I sold that place and opened a second hand book store in Ningpo Road. I took over the lease of the Jessfield Inn for two years. I owned the lease with C. A. Biddle. I gave that up in December 1904. I had the place for nine or twelve months. In November 1905 I had the California Gardens. For the past four months I have done no business. I went to Ningpo to establish a brokerage business. Gambling is not my principal business. I had a game at the California for a couple of weeks. I also had a game at the Mascot. I had none before I went to Ningpo for the past few months. I had a game during the Race week and for three days during China New Year's in Foochow Road. That was the time limit allowed by the police when games were allowed to be run. I lost over $400 during the time the game was running. The last time I went to Ningpo was on or about the 20th January. I had no game there. I had a roullette table, but it had not been used. I never gambled there with any man for one cent. No one also had gambled with the table. I was a associated there with a man named McKay who was to furnish the capital and I was to furnish $200. I was arrested on the Bund about twenty months ago for running slot machines at the Jessfied Inn. There was no conviction in that case. The machines were brought to Court and I was told I could take them to have them at any time I wanted to another port. I have been arrested for getting full. I was married in Shanghai. I had but little money at the time. I borrowed some money from Mrs. Gerdetz during China New Year. I returned her $500. I lost $486 at the game in Foochow Road. She asked for the return of the money after the new year. It was understood that it was to be returned. I gave it to my wife to return. I wrote a note to Mrs. Gerdetz a few days after the new year asking her to wait a bit. I dont know the exact date my wife returned the money. I saw Handley for the second time at the California Gardens. I knew nothing about him. The first time he came to the house was two or three days before the alleged robbery. I did not see him when he returned the borrowed clothes. I was absent at that time. He fell in the river on the night of the alleged robbery. I did not see him later on. The first time was when he borrowed $50 on the watch, the second time when he changed his clothes, and the third time when I told him to return the clothes. I do not know the exact amount of money that was in the purse he stole from my wife. There was some gold in it as I had looked at it a few days previously. The $500 that was returned to Mrs. Gerdetz was part of the original loan. The note produced was written by me to her asking her to wait a little time, as I wanted to return the entire amount. I was to have all the profits of the gambling and she was to be paid a fair amount of interest on the loan. I have met Wart at the guest bar of the Astor House. That is the only place I ever met him. I first met Mrs. Gerdetz at house no 54 Kiangsi Road in 1900. The money I loaned to Handley was partly my own and some of a sum I had in trust as Judge Lamme knows. This was told to Handley when I loaned him the money. I have no quarrel with the police that I know of. I have had some trouble with some of them individually about the payment for drinks. One of them came into the hotel partly intoxicated and I had a personal quarrel with him. It was not Inspector McDowell, (Laughter) I know of no cause why the police should bear any animosity towards me.

By Mr. Holcomb. I have two children as the issue of my marriage. Mrs. Childress had one child by a former marriage. There were three children now. I do the best I can for them. The statements of Handley were malicious and were lies from beginning to and Mrs Gerdetz knew what the money was to be used for when she loaned it to me.

At this stage the Court adjouned till 2 p.m. in order to have the evidence of Mrs. Childress, Morriss Wart and one other witness.

During this afternoon's sitting, Mr. Andress, of Messrs. Andrews and Brooks, objected to Wart giving evidence. He was therefore not called on to take the stand.



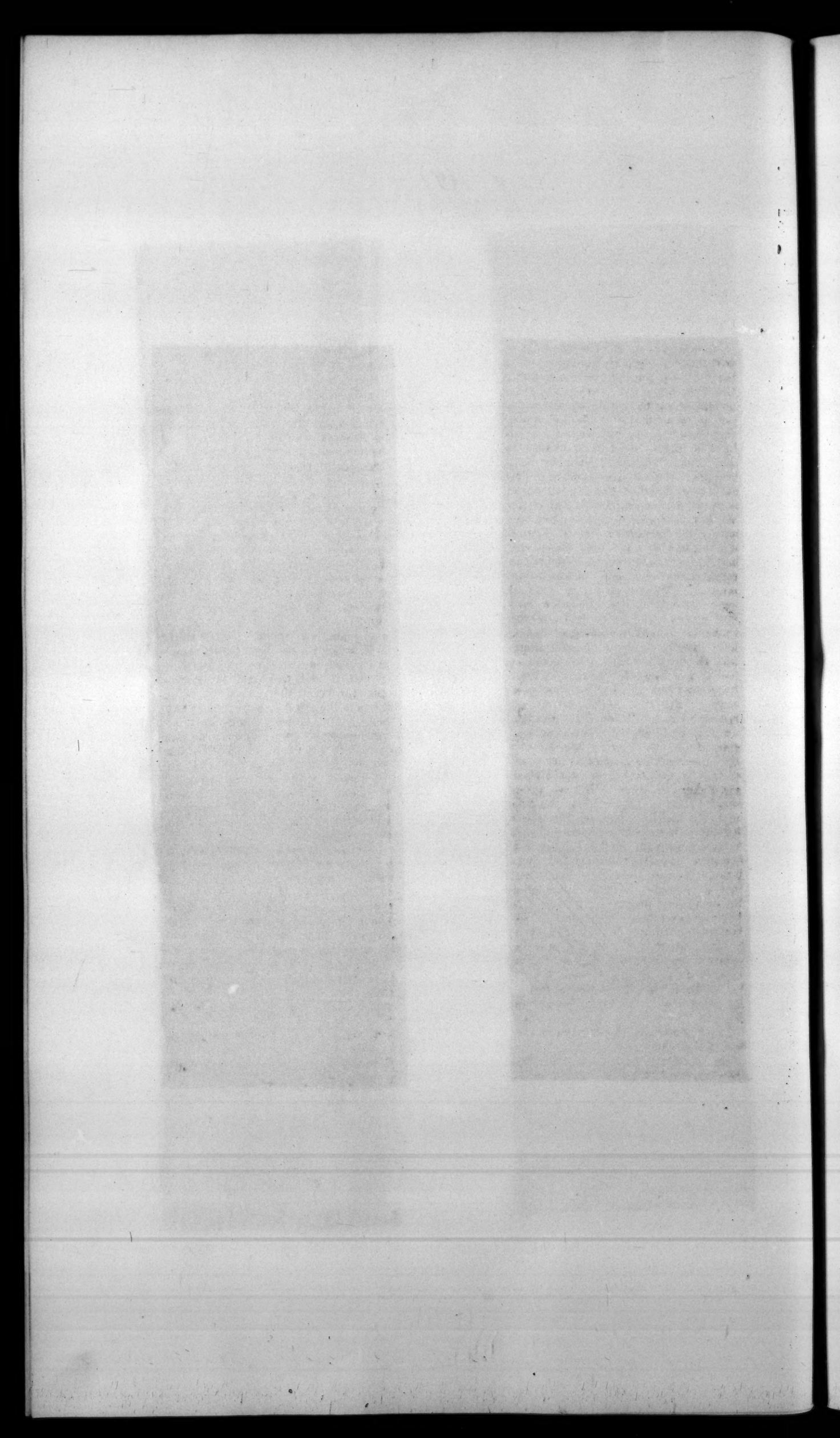
On the Court resuming at 2 p.m.

Mrs. Myrtle Childress, sworn said she first saw Handley at No 9, Astor Road. She called there to see her husband and he was playing cards there. This was about the middle of January. She next saw Handley on the 30th of January, when he called at their house to change his wet clothes. Witness fully corroborated the evidence given by Childress as to Handley asking for a change of clothes. Mrs. Gerdetz had sent witness a parcel of clothes to be cut down for the children. It was afterwards found that the suit lent to Handley was one of Mr. Gerdetz's best suits, which had been included in the parcel by mistake. The next time witness saw Handley was when he called to return the clothes nearly three weeks later. He called at about 8 p m. when witness was bathing the children. The children had been playing with her purse, which she had taken out of the safe that afternoon. The purse got wet in the bath and she put it on the dresser in the next room. Handley went into that room to change his clothes, and after he had gone witness missed the purse. She sent two chits to Handley—one to the Astor House and the other to the Astor House Bar asking him to return the purse, which she was sure he had taken by mistake. The purse contained sixteen sovereigns, a two-and-a-half dollar gold piece, a five-dollar gold piece, a stud, etc., of the total value of about $200 Mexican. She received no reply to her chits and had never seen Handley since. She had known Mrs. Gerdetz for nine years, and during the latter's stay here they visited each other nearly every day. Handley called to change his wet clothes about 6.30 p.m. on the 30th of January, and Mrs. Gerdetz and another friend were at witness's house for dinner that evening. Handley did not come to the house again that night. That evening Mrs. Gerdetz arranged to call on witness next day so that they might go shopping together. Next morning Mrs. Gerdetz did not call at the time arranged and witness sent a chit to her asking the reason. She received a reply from Mrs. Gerdetz, which said that the latter had been robbed. Childress was on the bed reading at the time, and witness showed the chit to him. Childress said: "My God! They haven't got her money anyhow." She knew that by this he referred to the fact that she had a few days previously changed her money into a gold draft, and for this reason it was of no use to the thief. She next put on her things and called on Mrs. Gerdetz to ask particulars about the robbery. In Mrs Gerdetz's room she saw Inspector McDowell. The Inspector's statement that she cried and nearly went into hysterics was untrue. She felt like crying but did not actually cry. Handley's statement implicating her and Childress in the robbery was absolutely untrue. She never spoke to Handley about Mrs. Gerdetz's money or jewellery. Neither she nor her husband sent Handley to the Astor House to steal the box of jewellery. The jewellery was not brought to their house by Handley. The conversation she had with Handley about gambling began with Handley's remark to her on the 30th of January that she probably did not remember seeing him at 9, Astor Road. She replied that she did remember him. After some further remarks as to her husband gambling there she said she did not see any harm in his gambling. It was all right for people with all kinds of money—such as Mr. Gerdetz, who had lost $20,000 at the Alhambra and could easily afford to lose it. Witness had three children, aged one year, four years, and eight years, the two youngest were children of her present husband. Her present business was not conducting a restaurant; it was a sort of little club where people who knew her could come and have meals or spend the evening; they liked to come because it was quiet and clean. Many came there whom she did not see herself, as her husband understood and managed the cooking business better than she did and her children occupied her time. She saw Handley the night he came to change his clothes and because she did not know his character, and thought he was a "nice" man she told him many things about Mrs. Gerdetz in the course of conversation. The location of Mrs. Gerdetz's room was mentioned in correction of a statement made by Handley. Other statements about Mrs. Gerdetz's possessions were made to impress Handley with the importance of her friends and of those who came to her house. She had only seen Handley once before at that time.

His Honour—State clearly and concisely your history?

Mr. Lamme said the witness was perfectly prepared for the most searching investigation into her character during the last eight years since she had been married. If earlier enquiries than that were made she would answer fully, but would feel bound to give exact names of others and dates.

His Honour said he recognised the propriety of Mr. Lamme's remarks and would change his question.



In answer to his Honour witness said she first came to Shanghai about ten years ago and had been married to Childress about five years. She mentioned her various residences and occupations since that time, the list nearly corresponding to that already given by Childress. She had never been in any trouble with the police or been brought before a Court before. The night that Handley came to her house in wet clothes he asked for a loan of $5. She had no reason for giving him any money but because he was in distress she lent him $10, the only money she had in the house, and he promised to return it next morning. It was never returned. Witness and her husband were the only people who knew how little money Mrs Gerdetz had after the robbery. It was because she had so little that they repaid the $500 which Mrs. Gerdetz had lent them, to enable her to get away to Japan. Witness had known Mrs. Gerdetz for about nine years; she first met her at 54 Kiangse Road. When Mrs. Gerdetz was last in Shanghai she was at witness's house nearly every day, but witness only went four times to her room at the hotel and there was always somebody else there. Witness wrote several chits to Handley, but the only reply she had from him was the paper handed to her by Fernandez and said to have been from Handley. She did not know Handley's writing but supposed this paper to be from him. She was quite unable to understand what he meant by writing "Don't be in a hurry; everything is O. K." She fancied the initials "B. H." must refer to Mr. Hill and she showed him the paper to see if he could explain it. She thought the paper might refer to $200 her husband had given or lent to Handley. She did not know the date of this chit.

His Honour said it was dated the 2nd of February.

Mr. Lamme pointed out that the date was really the 25th of February.

His Honour said he was very glad to note the correction.

Witness admitted writing a paper, (produced) which purported to come from Inspector McDowell. She had intended to ask the Inspector to sign it, but eventually wrote the name herself; the name was not spelt the same way as Inspector McDowell's was. It was written and sent Handley on the suggestion of Fernandez. The intention was to frighten Handley into returning the money he had taken from her. When she said: "Do you want these papers held over for to-morrow," she wanted Handley to believe she had papers for his arrest. Witness knew nothing of the loan of $50 by her husband to Handley. She explained an interview with Mrs. Gerdetz after the loss of the money and jewels. Mrs. Gerdetz had come to her house slightly intoxicated and witness remonstrated with her and said Mr. Gerdetz had made her responsible for her. Mrs. Gerdetz cried a little and they had a talk about many things. Mrs. Gerdetz said that the suspicion which had fallen on witness was due to Inspector McDowell, who had charge of the case; she herself had trusted witness with her property before and did not suspect her. The next day Mrs. Gerdetz left Shanghai suddenly; it was her custom to do things impulsively.

Re-examined by Mr. Lamme, witness said Inspector McDowell and another detective had gone through her boxes and ransacked the house seven or eight times, principally since she had been in charge of a constable. She had never been shown any warrant to enable them to make the search.

His Honour said defendant's house was a temporary gaol in charge of the police.

Mr. Lamme objected to this description

His Honour said he would not argue the point.

The Court then adjourned till next mornning at 10.30 a.m.

(11)

Shanghai, 23rd March.

On the Court resuming this morning, W. A. Hill, sworn, said he was employed at the Astor Hotel Bar. He had known T. J. Handley by sight for ten or twelve months. He had never had any business dealings with him. He knew nothing about his reputation. He knew Mr. and Mrs. Childress. He did not recognise the chit produced. He had never seen it before to his knowledge. He had spoken to Mrs. Childress about a note. He did not know what note it was. Childress had mentioned to witness some money that he owed him. It was about $180 that had been loaned to Childress. Witness had never sold him a dog. He had never sold a dog in his life. (Laughter.) He had never dealt in dogs or pups. (Renewed laughter.) He had said that Handley had mentioned something about a white pup being sold. Witness had received a chit from Mrs. Childress about the money that was owing, but it did not say who Childress was expecting money from. Childress had said he would repay the loan. Witness did not remember seeing Handley in the Astor House on any particular date. He could not remember as there were so many people going in and out.

By Mr. Holcomb—Mrs. Childress wrote me a chit about some money being stolen. I knew that Childress was away. I had known him for a couple of years. I went to the house and found Mr. Childress engaged with the children. She asked me if I knew Handley and I said yes. She then said that Handley had stolen a puire containing sixteen sovereigns. I said it had nothing to do with me but if I could assist her I would do so. I told her that I wanted to know nothing about Handley but said. I would assist her to recover the money I told her that I had troubles enough of my own. She said something about commencing business at Chang Su Ho's Gardens and if she recovered the money that Handley had stolen, the money I had loaned to Childress would be returned to me. I was not much interested in the affair. I was confident that Childress would repay the loan. I had loaned him money before and it had always been repaid. I discussed a note with Mrs. Childress. She said her husband had written me a chit saying he would repay the loan. I was not worrying about the money. If I had I would not have loaned him the money. I am here to answer questions and not to express an opinion.

A. D. Saunders, sworn, said he was accountant at the Hongkong and Shanghai Bank. He did not remember Childress coming to the bank with Mrs. Gerdetz, in January. He did not see Mrs Gerdetz when the draft was issued. He saw it later on when it was returned to the bank. It was a negotiable instrument.

Mr. Holcomb said the document itself was the best evidence and it should be produced in Court, otherwise he would ask that the evidence be struck out.

His Honour said he would take the evidence. Counsel's objections were over-ruled.

Mr. Holcomb said be objected to the ruling of the court. Objection noted.

Witness continuing, said the draft was returned on clean paper. It had been raining about that time.

By Mr. Holcomb—The draft would have to be endorsed before it could be negotiated I. saw the draft when it was returned. It was returned by Detective Eek about the 1st February. It had not been endorsed. It could be made a negotiable instrument, but it would first have to be signed by the personin whose favour it was drawn. It was made in favour of Mrs. J. Gerdetz. It would not be accepted by any bank unless itwas endorsed by the payee. He did not see Childress when the draft was issued. He had no knowledge how the draft was paid for.

F. Fernandez, recalled, said he delivered the envelope produced to Mrs. Childress. It was given to him by Handley. Witness did not discuss the contents of the note with Mrs. Childress.

By Mr. Holcomb—I gave the note to Mrs. Childress and while she opened it, I sat in a chair near the table. She said something about the initials B. H. or C. H. She said she was going to write to Childress about it as she did not understand what it meant.

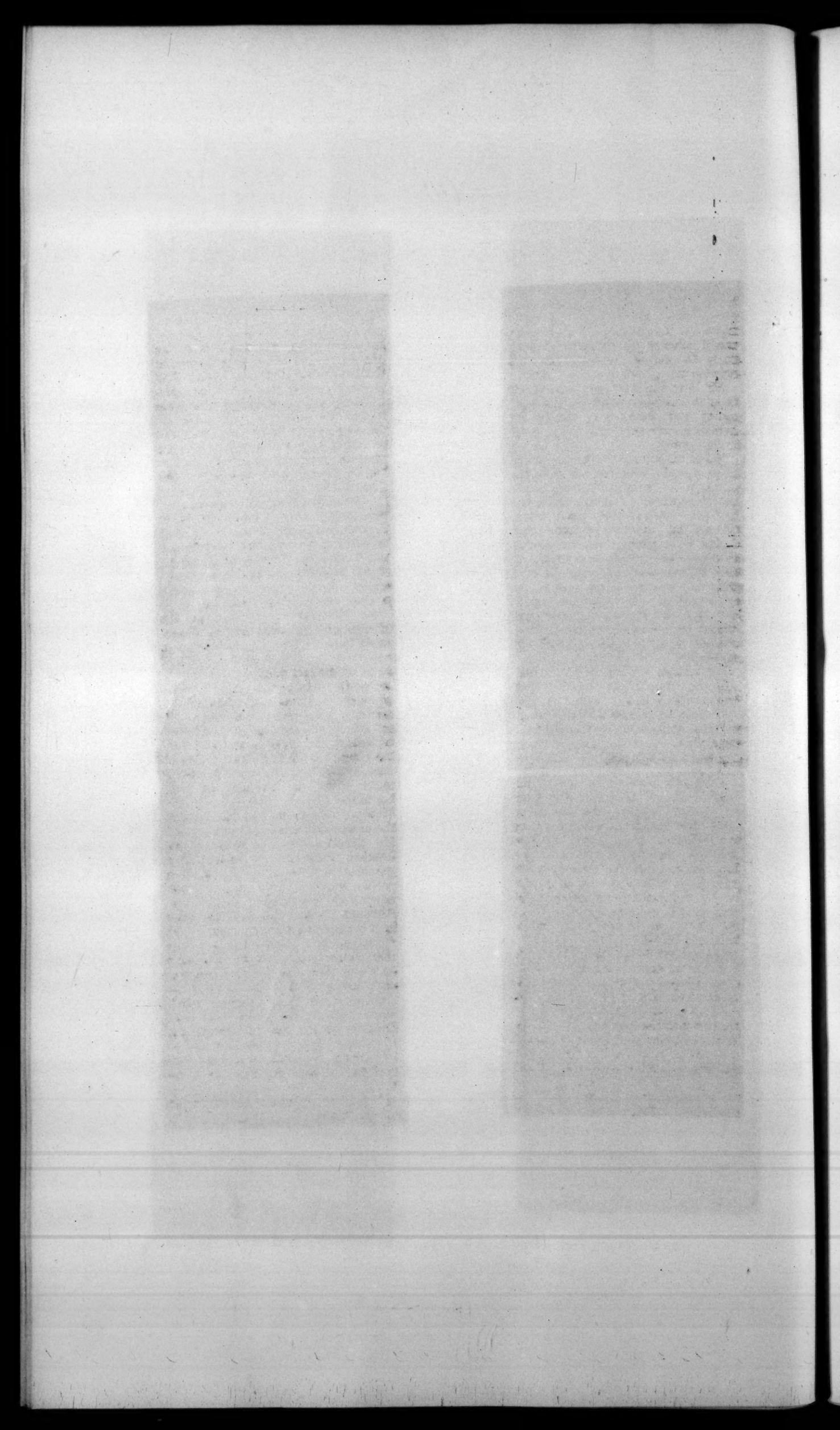
Detective Sergt. Eek, recalled, said he had a package of papers handed to him by a Chinaman.

Mr. Holcomb said he objected to Detective Eek giving evidence, as it had been made a ruling of the Court that all the witnesses should be excluded during the hearing, and Detective Eek had been sitting in Court during the whole trial.

His Honour said it had not been intended to call Detective Eek at first. His evidence was essential and would be taken. If necessary the Chinaman could be produced, Counsel's objections were noted.

Witness, continuing, said when he received the package of papers he took them to the bank and handed them to Mr. Saunders. The papers were in a clean condition and did not appear as if they had been in the mud.

This was all the evidence.



His Honour said it had been impossible to get the records completed. The stenographer had worked nearly all night. If counsel so desired the Court would adjourn till this afternoon or early to-morrow morning for the arguments.

Mr. Holcomb said it was necessary to have the testimony of all the witnesses signed and if necessary during the arguments counsel would like to refer to the records.

His Honour said the testimony would all be signed. The records were the property of the Court but there would be no objection to counsel referring to them. He also wished to point out to counsel that the rule of the Court during the arguments was that counsel should confine themselves strictly to the evidence and that remarks of a personal nature would under no circumstances be allowed. During the hearing of this case the rule had been broken on several occasions and if it was done again the hearing would be suspended.

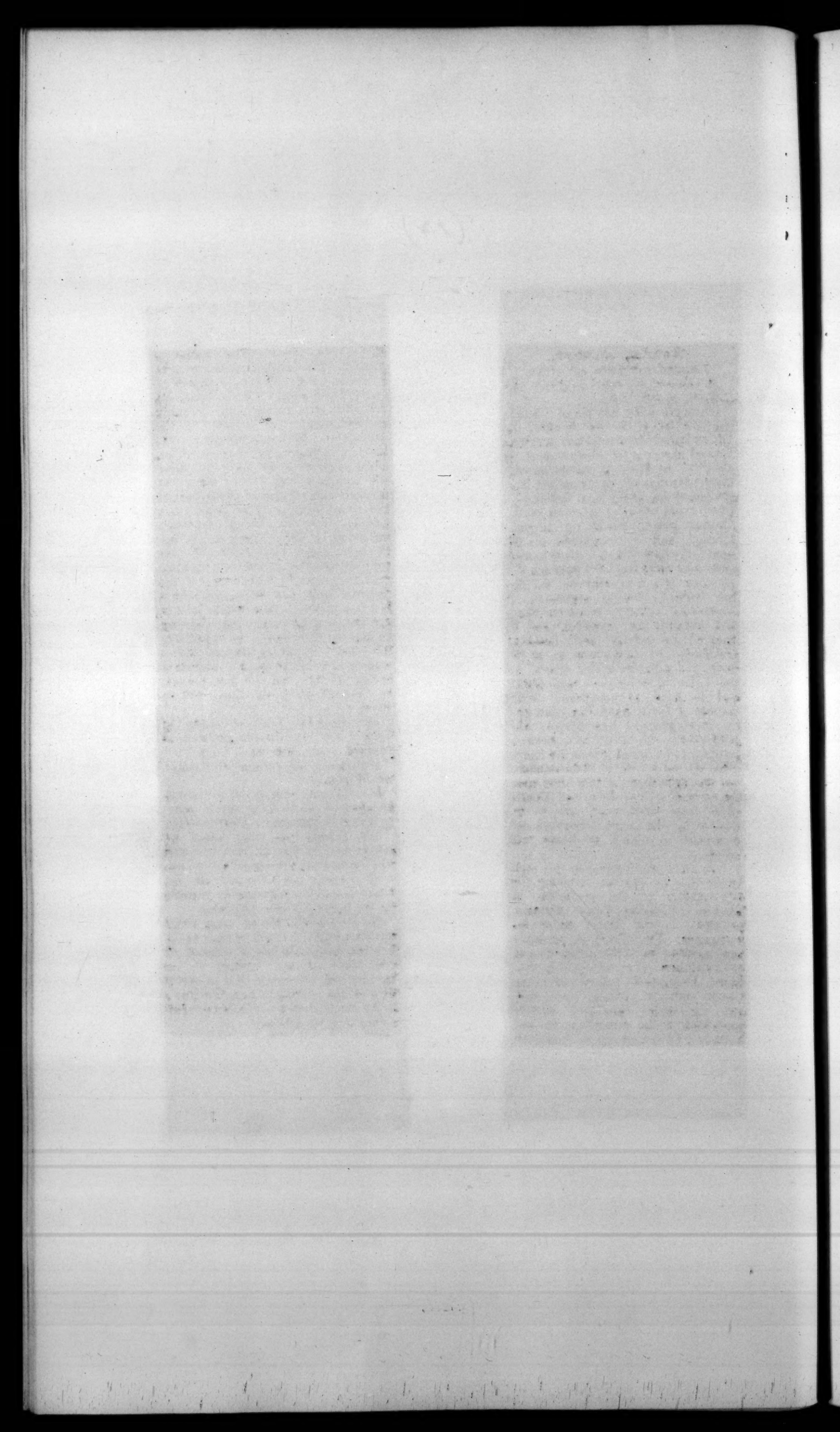
Mr. Lamme and Mr. Holcomb both said that none of the rules had been broken intentionally.

His Honour said he did not wish to say that Mr. Holcomb was the principal offender. The Court would be adjourned till 2.30 p.m.

On the Court resuming at 2.30 p.m. Mr. Holcomb addressed the Court at great length. His contentions were that Handley's evidence, being the evidence of a convicted felon and not directly corroborated was inadmissible; that the American Consular Court at Shanghai being governed by the fundamental common law only, outside of American law could not convict an American citizen of inciting a British subject to commit a crime against British statute law; that in any event the uncorrobrated evidence of an alleged accomplice could not be accepted as sufficient to convict; that the note in Handley's handwriting was not corroboration but was only equivalent to a statement by Handley himself, and that its existence was not known to the prisoner till he heard of it in Court; that the prisoner's previous record under examination by the Court had disclosed nothing dishonourable in his career and that he was entitled to be considered innocent until strictly proved guilty on the evidence; that Handley had an evident motive in wishing to put the Childresses out of the way, seeing that they had accused him of robbing Mrs. Childress of her purse and $200; that he had the additional motive that by throwing part of his crime on to others he might hope for leniency himself; that the property stolen by Handley had not been properly identified to the Court as the property of Mrs. Gerdetz at all; that the draft stolen was not negotiable until endorsed by Mrs. Gerdetz, and Childress who had helped to obtain the draft for Mrs. Gerdetz and who "was no fool" was perfectly aware of that fact; that if a reasonable doubt existed in the mind of the Court, prisoner was entitled to acquittal.

Mr. Holcomb having used up most of the time allowed by the Court, made room for Mr. Lamme who, with only twenty minutes at his disposal, laid stress on the fact that the ownership of the stolen property had not been proved by the prosecution, and he read an ancedote from the San Franscisco Call, in which a man caught redhanded stealing the silver ornaments from the altar of a church was acquitted because the property did not belong to the Priest who charged the man, but to the Church represented by the Bishop. This failure on the part of the prosecution was fatal to their case. He admitted that the prisoner had knocked about the world and had gambled a little at times, but most people gambled and prisoner had never been convicted of any offence. Although he and his wife had been kept in custody separately their stories dovetailed into each other in a way that untrue stories could not have done and their statements supporting each other thus were entitled to credence while Handley's, which alone controverted them, was not. Counsel did not ask for mercy, but for justice. He concluded his appeal by asking that the strict laws of evidence be applied in this case, as known in Common Law.

The Court reserved judgment till next morning.



(13)

Shanghai, 24th March.

JUDGMENT—PRISONER ACQUITTED.

His Honour delivered judgment this morning as follows :—

Throughout the hearing of this case the Court has endeavored to afford the widest latitude to the defence and has applied the strictest interpretation to rules of evidence in connection with the prosecution. It was apparent from the outset that every legal technicality which could be urged in favour of the accused person would be brought forward, and in recognition of the sanction which the law gives to such procedure there has been patience and more or less resignation and submission even to useless argument, to superfluous oratory, to unnecessary and uncalled for invective, and to unasked for advice and mistaken definitions and conclusions as to the duties and authority of this Court. In the intent to accomplish exact justice and to deny no opportunity to the defence a freer hand has been given than perhaps was proper and permissable. However, as a reward, it is now to be hoped that in the future there will be a clearer understanding and that light such as that shed upon the contention that American Courts under extra territoriality are to be guided by the same constitutional provisions as obtain at home will follow.

The main issue raised in this case by the defence was that involving the admissability of the testimony of Thomas H. Handley, the self confessed principal in the crime under investigation. The Court is perfectly well satisfied as to the correctness of its conclusion in admitting this evidence. Competent opinion of many Courts entirely sustain this view and this under conditions entirely applicable to the circumstances and limitations imposed upon American Courts in China. The testimony given by the witness Handley was unshaken, and but for the degree of credibility involved by reason of his conviction of a crime it was certainly as lucid and logical as that of the defendant. However, through a combination of peculiar circumstances, which often arise to embarrass those who seek to punish crime, there was unquestionably a failure on the part of the prosecution to give proper and adequate corroboration to Handley's testimony. Not only that, but through causes which could not well be avoided there has been no satisfactory proof of ownership of the property stolen and consequently there is a fatal defect. That and the lack of corroborating testimony for Handley entitles the defendant to an acquittal in this count. The charge against him—namely that of being an accessory before the fact, has not been proven, and the records of this Court will so show.

Mr. Holcomb said he wished to know if the Government intended to proceed on the other indictments.

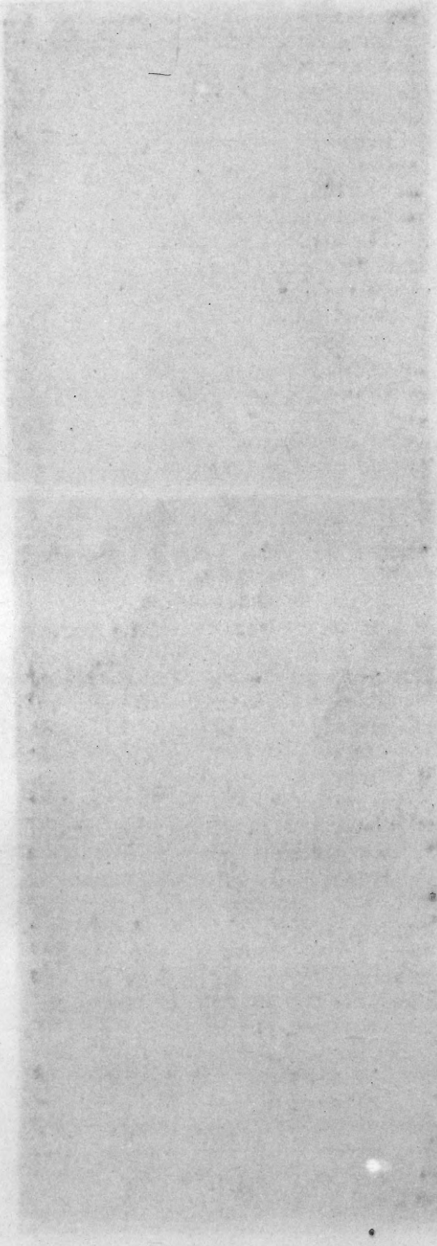
His Honour said further proceedings would be taken.

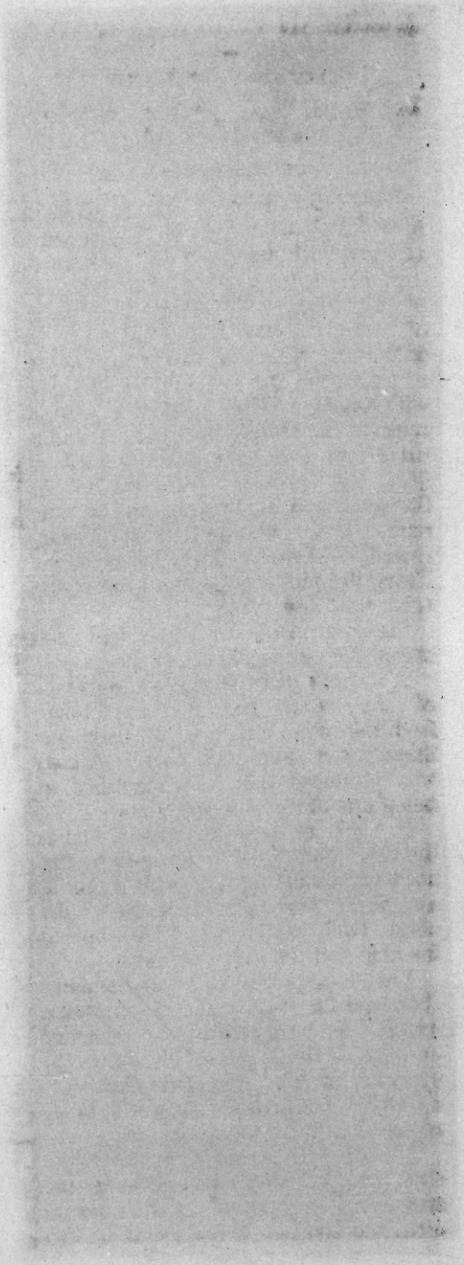
Mr. Holcomb said he would like to be informed which case would come up first, Mrs. Childress or Morriss Wart.

His Honour said that would be settled later on and Counsel informed when a date for hearing would be set.

Mr. Lamme said he would ask the Court to set as earlier date as possible for the hearing of Mrs. Childress.

His Honour said he was going away this afternoon and would be back again in a few days. He had a number of civil cases that were coming up for hearing and he would set an early date for the hearing of Mrs. Childress, in the meantime she would be released on her own recogniance.





AMERICAN CONSULAR COURT.

Shanghai, 19th March.

Before the Hon. JAMES L. RODGERS, Consul-General.

ON THE WARPATH.

Two sailors from the U.S.S. Raleigh named J. Murray and W. Boyen were charged with having been concerned together with another man not yet in custody, in stealing the parts of two watches valued at $18 from No. 265 Broadway about 8.15 p.m. the 17th inst. Further charged with having forcibly entered a private room at the Hotel Shanghai and stolen therefrom two over coats valued at $60, the property of Messrs S. Stepanon and K. Travells on the same date. Also charged with having assaulted Messrs. Carls Scheiner and Tseng Fot Hoi and another man at the same time and place.

Inspector Bourke prosecuted and stated the circumstances of the case.

A number of Greeks gave evidence of the coats having been taken from the room, but none of them saw the accused take the coats. A coat was produced that was identified as being one of the missing coats.

C. Scheiner said he was in bed at the time and he was aroused by the accussed assaulting him with a bottle and hitting him over the head, on the chest, back and arms. He shouted for help and the men ran away.

The female owner of a watchmaker's shop said the men came in to buy a watch. The bargain was not concluded and one of the accused hit her in the eye with his fist. Then the men seized a couple of watches that were being repaired and ran away.

A couple of apprentices from the shop gave corroborative evidence and stated how they gave chase and were assaulted and one of them said he had been stabbed in the head with a knife.

Detective Cruickshank said a search had been made in the neighbourhood, but no sign of a knife or bottle had been found.

Indian P.C. No 167 gave evidence of arrest and identified a coat produced as one that was in the possesion of the accused when arrested.

The accused in answer to the Court said they were drunk at the time and knew nothing about the affair.

After some further evidence had been taken, His Honour said the accused would be locked up in the Consular gaol and a full report sent to the commander of the Raleigh and when a reply was received the Court would give its decision.

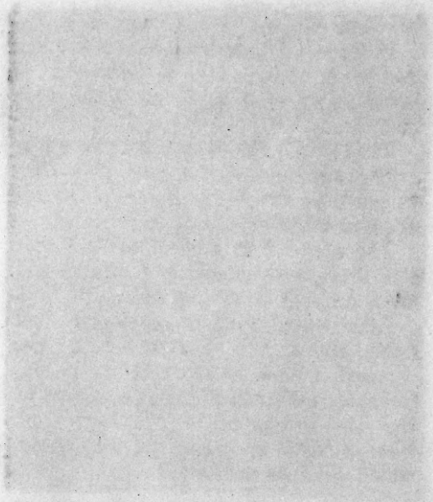
Shanghai, 20th March.

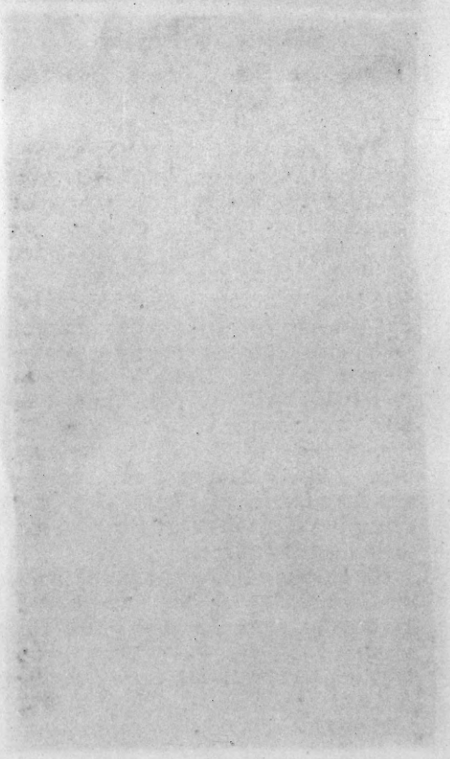
Before the Hon. JAMES L. RODGERS, Consul-General.

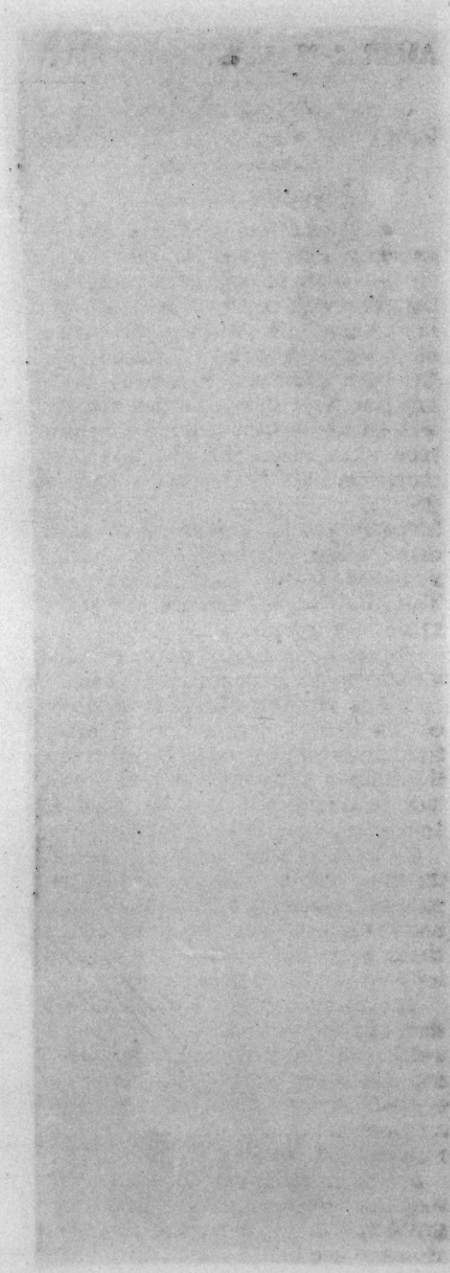
ON THE WARPATH.

Two sailors from the U.S.S. Raleigh named J. Murray and W. Boyen were charged with having been concerned together with another man not yet in custody, in stealing the parts of two watches valued at $18 from No. 265 Broadway about 8.15 p.m. the 17th inst. Further charged with having forcibly entered a private room at the Hotel Shanghai and stolen therefrom two overcoats valued at $60, the property of Messrs S. Stepanon and K. Travells on the same date. Also charged with having assaulted Messrs. Carls Scheiner and Tseng Fot Hoi and another man at the same time and place.

His Honour said he had heard from the Commander of the Raleigh and the decision of the Court was that the accused would be sentenced to sixty days' imprisonment each in the Consular gaol and each to pay a fine of $30 gold and costs.







AMERICAN CONSULAR COURT.

Shanghai, 19th March.

Before the Hon. JAMES L. RODGERS, Consul-General.

ON THE WARPATH.

Two sailors from the U.S.S. Raleigh named J. Murray and W. Boyen were charged with having been concerned together with another man not yet in custody, in stealing the parts of two watches valued at $18 from No. 265 Broadway about 8.15 p.m. the 17th inst. Further charged with having forcibly entered a private room at the Hotel Shanghai and stolen therefrom two over coats valued at $60, the property of Messrs S. Stepanon and K. Travells on the same date. Also charged with having assaulted Messrs. Carls Scheiner and Tseng Fot Hoi and another man at the same time and place.

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Shanghai, 20th March.

Before the Hon. JAMES L. RODGERS, Consul-General.

ON THE WARPATH.

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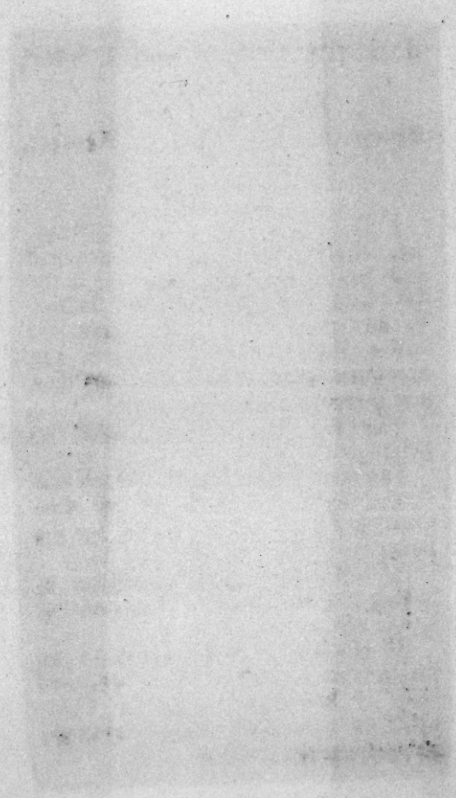


AMERICAN CONSULAR COURT.

Shanghai, 4th April.

Before the Hon. JAMES L. ROGERS, Consul General.

A FIGHTER.

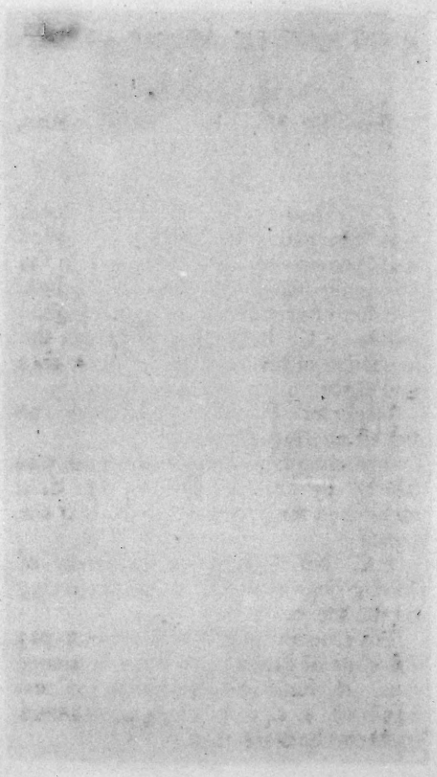
J. T. Tavares, No. 22 Seward Road, was charged with having assaulted and beaten one Loh Tzeng zu, in the Woosung Road on the 31st ultimo. Further charged with having assaulted native P.C. No. 579 whilst in the execution of his duty, at the same time and place.

Inspector Bourke prosecuted on behalf of the police.

The complainant stated how he was beaten by the accused on the date mentioned and having called for the police.

P.C. No. 579 gave evidence of having been assaulted on his appearing on the scene.

His Honour ordered accused to pay the costs of case and severely catuioned him. If he came before the Court again on a similar charge he would be severely dealt with.



AMERICAN CONSULAR COURT.

Shanghai, 4th April.

Before the Hon. JAMES L. ROBERTS, Consul General.

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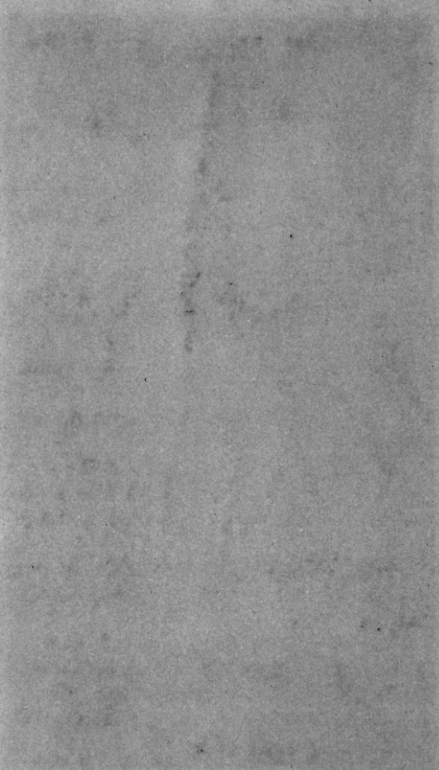

CONSULAR BUREAU
MAY 17 1906
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
MAY 17 1906

CHIEF CLERK
MAY 16 1906
DEPT. of STATE

CONSULAR BUREAU
NOTED AND PUBLISHED

No. #

RECEIVED BUREAU
RECD.
MAY 17 1906
DEPT OF STATE

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 11th, 1906.

MR. James L. Rodgers,

TO THE DEPARTMENT OF STATE.

Acknd May 23. 1906
File

SUBJECT:

Death Report.

ABSTRACT OF CONTENTS:

Transmitting report of death of Henry Lewis.

INDEX BUREAU
MAY 24 1906
DEPT. OF STATE

CONSULAR BUREAU
NOTED AND PUBLISHED

No. 4

AMERICAN CONSULATE-GENERAL,

SHANGHAI, CHINA, April 11th 1906., 190 .

THE HONORABLE Robert Bacon,

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith Form No. 192 in duplicate showing the death of Henry Lewis.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Form No. 192 in duplicate.

CONSULAR BUREAU
NOTED AND PUBLISHED

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, April 7th 1906

Name: Henry Lewis

Native or naturalized: Native

Date of death: April 2nd,1906

Place of death: 1 Cemetary Road,Shanghai

Cause of death: Cardiac Failure

Disposition of remains: Buried in Pah san Jao Cemetary

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Handsof friends

Address of family: Unknown--supposed to be Baltimore.

Family notified: No

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 487

Remarks: Deceased was a river pilot and an old resident of Shanghai. So far as known,left no property.

Jas L. Rodgers

Consul General of the United States.

[SEAL.]

CONSULAR BUREAU
NOTED AND PUBLISHED

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Jas. L. Rodgers
Consul General of the United States.

[SEAL.]

No. 139.

RECD. MAY 14 '06 DIPLOMATIC BUREAU

3rd ASST. SECRETARY. MAY 24 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 17th 1906

SUBJECT: Payment of Chinese December installment due on Protocol agreement.

CHIEF CLERK MAY 28 1906 DEPT. OF STATE

Jno. Abeadeen
As reported.
File

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's No. 39 relative to the payment made by the Taot'ai of Shanghai of $81,492, being December settlement due on the protocol agreement, and to say that the remittance was made through the International Banking Corporation here, my report of its being made direct to the Treasury of the United States being a clerical error.

I have the honor to be,

Sir,

Your obedient servant,

Jas. S. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

DIPLOMATIC BUREAU RECD. MAY 28 1906 FILED

No. 140

CONSULAR BUREAU MAY 24 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY MAY 24 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 18th 1906

SUBJECT: Contingent Expenses.

CHIEF CLERK MAY 23 1906 DEPT. OF STATE

Tel. of June 1'06 Confirms June 4'06

The Honorable Robert Bacon,
Assistant Secretary of State,
Washington, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's circular of March 10th 1906 relating to the Contingent Expenses of Consulates for the fiscal year 1905-6 and calling my attention to the allowance of $3,800. made to the Consulate General at Shanghai for this purpose.

In reply I beg to refer to the Department's No. 8 of September 13th 1905 in which I was advised in response to my No. 30 of August 9th 1905, that the Department had informed the American Minister at Peking, in answer to his cablegram on the subject, that the actual necessary expenses of this office will be allowed pending action by Congress on the Department's request for an increased appropriation for the consular service.

INDEX BUREAU JUN 6 1906 FILED

The circular of March 10th 1906 was received in Shanghai April 16th 1906, and my accounts for the March quarter were forwarded to Washington several days before that date. During the March quarter the Contingent Expenses of this Consulate General

amounted

Dept. #140-2

amounted to net $1,497.54 or $547.54 more than the allowance named. I assume, of course, that this amount will be allowed on the authority of the Department's dispatch referred to.

As to the present quarter I can only say that every effort will be made to limit the expense in all ways, but I respectfully request telegraphic advice as to whether the instructions of the circular now at hand will supersede the permission given to this Consulate General to draw for the actual expenses incurred.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Bureau of Accounts.

MEMORANDUM.

Mr. Carr.

Referring to disp herewith from Consul General Rodgers, he should act on the instruction of the Dept of the 13th September last -

Jas M

T. H.

June 1, 1906.

Telegraph

No. 141

CONSULAR BUREAU MAY 21 1906 DEPT. OF STATE

3rd ASST. SECRETARY. MAY 24 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 20th 1906

Ackd May 28. 1906 File

CHIEF CLERK MAY 23 1906 DEPT. of STATE

SUBJECT: Boycott posters.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

S i r :

I have the honor to forward herewith two posters, with translations attached, these representing the first evidence of boycott agitation seen for several months. These posters were distributed in Hangchow by students but have attracted no attention, and will not be likely to do so in the future as the Chinese of this section are now much more interested in their own affairs than in those which involve the boycott cause.

The posters are sent to the Department simply for information and to give an idea of the pictorial development which has ensued. By some it is believed that these pictures are from a Japanese press, but nearly all evidence contradicts that theory since the productions almost unmistakably show Chinese processes.

I have the honor to be,

Sir,

Your obedient servant,

INDEX BUREAU FILED MAY 28 1906

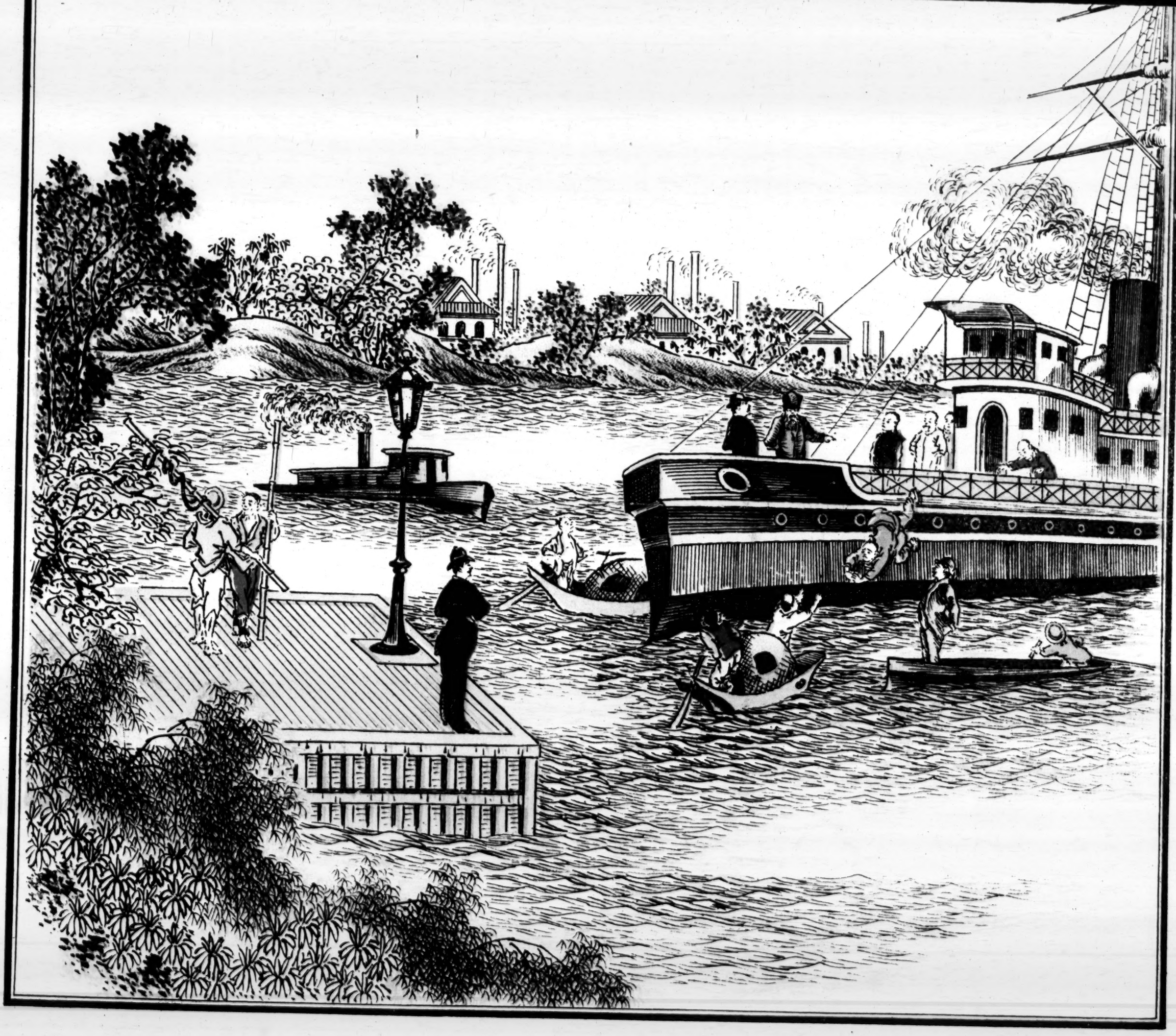
Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Enclosures: 2 boycott posters with translations.

美國虐待華人圖一

有一個中國人。是孀婦的兒子。家裡很窮。想到美國去做生意。沒有船錢。母子兩個商量。把家裡東西變賣。湊足船錢。到了美國。不料驗病醫生說他有眼病。不許上岸。硬押回國。他錢已經用光。回去再沒有法想。便投海死了。他母親聞信。也吊死了。



TRANSLATION.

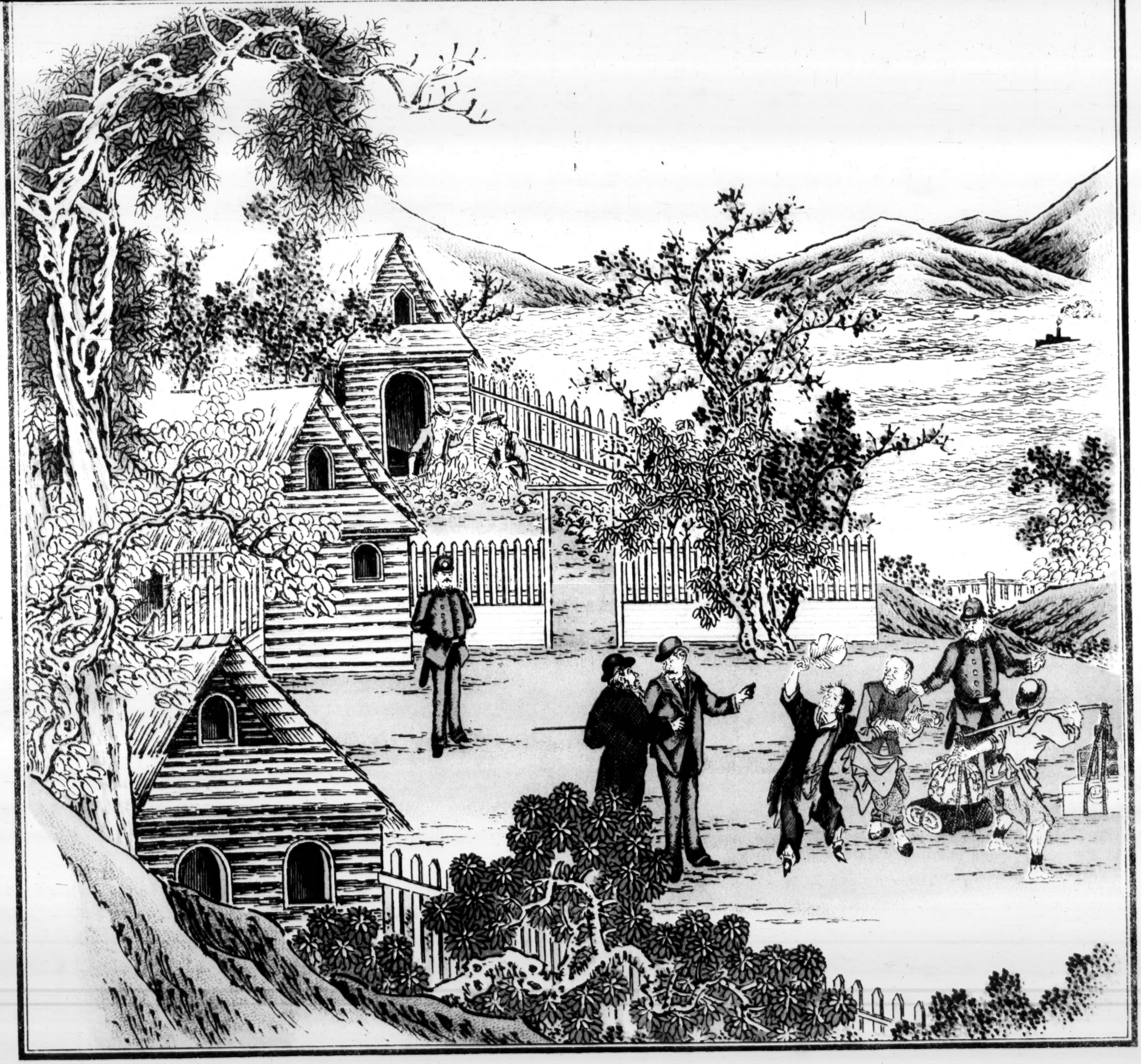
The Harsh Treatment of Chinese by America.

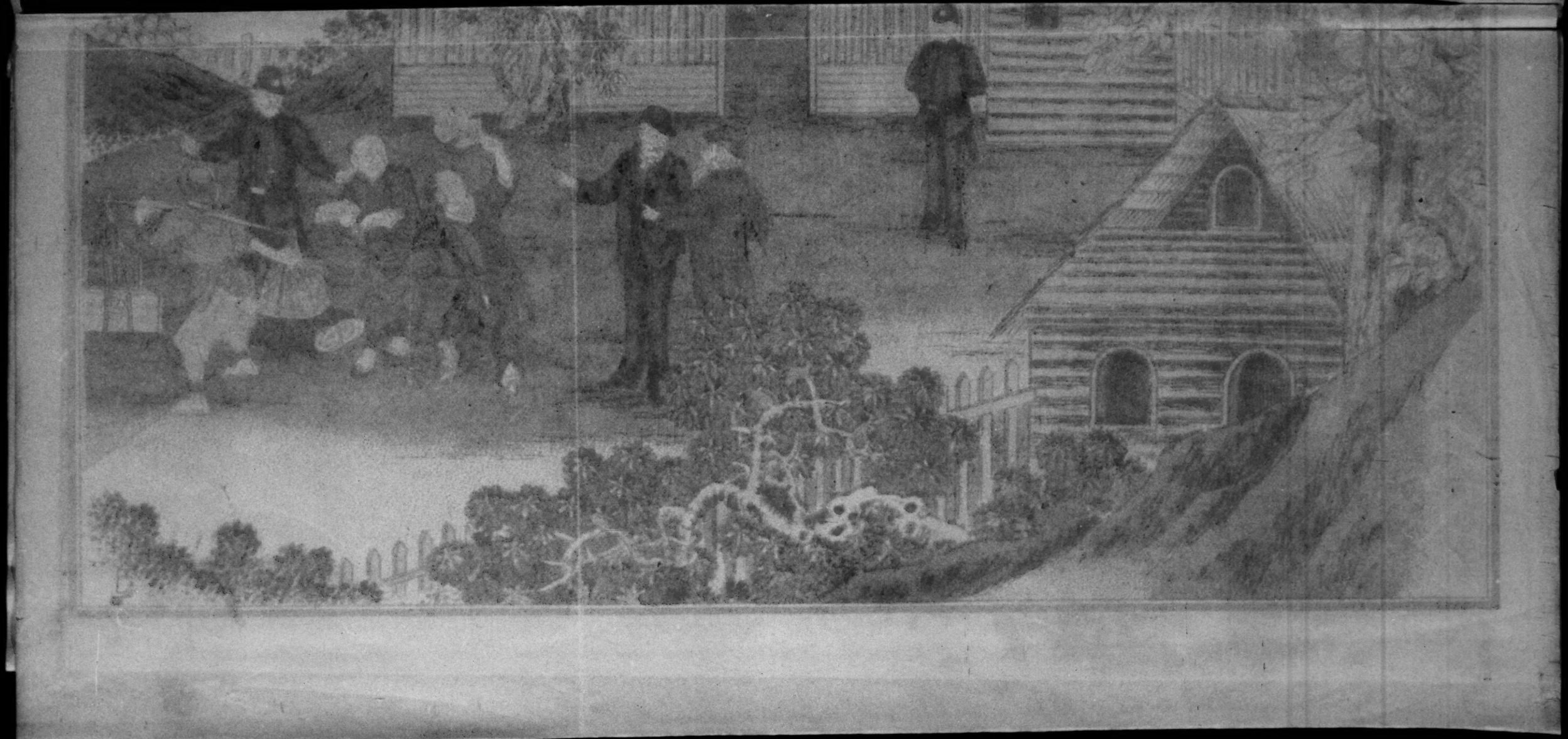
Chart No. 1.

There was a certain man, the son of a widow, whose family was very poor. He determined to go to America and engage in business; he had no passage money however. So the mother and son consulted together, sold the family effects, and scraped the passage money together. Upon his arrival in America, the Quarantine Doctor told him he had eye trouble, and would not permit him to land, but forced him to return home. His money was alreay used up, so that if he returned home he could think of no way (of making a living), so he jumped in the sea and drowned. When his mother learned the news she hanged herself.

美國虐待華人圖二

有一個商人的妻。到美國尋夫。因婦人說話害羞。口供忙亂。美官押他在海邊木屋裡。約日再審。不料一擱幾個月。婦心焦急。忽然素性失常。成了瘋病。他丈夫向來恩愛。不禁氣苦交加。便發很把產業變賣。設法把妻領出。同回中國。從此再不到美國了。





TRANSLATION.

The harsh Treatment of Chinese by America.

Chart No. 2.

There was a certain merchant's wife who went to America to seek her husband, but because she spoke in a frightened and embarrassed manner, and her words were confused, the American officials shut her up in the wooden detention shed by the sea, and set a day for further examination. Would you believe that she was detained several months. Suddenly her appearance changed and she became a lunatic. Her husband in the past had been very fond of her, and could not curb his anger and grief, so at once he headstrongly sold his effects, so that he might take his wife away from America. He accompanied her home to China and never went to America any more.

No. 142

CONSULAR BUREAU
DEPARTMENT of STATE
3rd ASST. SECRETARY.
MAY 24 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 20th 1906

SUBJECT: Cause of Death of Magistrate Chiang at Nanchang.

CHIEF CLERK
MAY 23 1906
DEPT. of STATE

Ackd May 25. 1906. File

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

S i r :

I have the honor to transmit in duplicate herewith the official report of Dr. C. H. Dawe, Surgeon of H. M. S. "Snipe", in the matter of the inquiry into the cause of the death of Magistrate Chiang of Nanchang. The examination of the body of the deceased Magistrate was made at the request of the French and English authorities on account of the charge made by the Chinese that the French priests were responsible for the death -- a story which has been circulated with great persistence ever since the trouble of February 25th.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

FILED
INDEX BUREAU
MAY 26 1906

THE DEATH OF MAGISTRATE CHIANG OF NANCHANG.

The following are the reports of Dr. C. H. Dawe, on his examination of the wounds from which Magistrate Chiang of Nanchang died on the 1st March last:

H. M. S. Snipe,

Nanchangfu, 3rd, March 1906.

Sir,—I have the honour to report that I have this day examined the wounds in the neck of the deceased Chiang—late magistrate of this city—which are alleged by the Chinese to have caused his death. The Chinese officials state that the wounds were inflicted on 22nd February about 7 p.m., and that the man died as a result thereof on 1st March about 10 a.m. Deceased was aged about sixty years.

At the time of examination (3 p.m.), he had been dead fifty-three hours. I found him swathed in cotton wool and bandages fully dressed, and lying in a coffin.

The bandages and wool were removed, so that the front of the neck was fully exposed. In the middle of the throat there was a wide gaping wound. The remainder of the skin of neck and that of face were free from any wounds, bruises, or other signs of violence. The Chinese stated that there were no wounds on any other part of the body—none on hands or wrists. The officials stated that Chiang was right-handed. The skin was cold, moist, and flaccid and quite clear except for a few patches of yellow dried (postmortem) skin. There was one oval patch three-quarters of an inch by half-an-inch—one-inch-and-a-half above the middle of the right collar-bone. Over both collar-bones the skin was dried and yellow, more extensively over the left collar-bone. The elevator muscles of the lower jaw and the muscles at the back of the neck were quite flaccid the absence of rigor-mortis substantiating the slow and gradual death of deceased.

Statement of Character of Wound.

In the middle of the throat was a wide gaping horizontal wound—2½-in. horizontally by 1⅜-in. vertically in median line. The wound exposed the whole of the vertical anterior aspect of the thyroid cartilage (Adam's apple and portion below) in the centre, and the soft parts laterally. The thyroid cartilage was damaged mesially.

The incision was at the level of the upper border of the thyroid cartilage dividing the skin and superficial structures—small veins, nerves and cutaneous muscle fibres. The whole of the wound was discoloured—it was of a dirty greyish black which was most marked at the free anterior damaged edges of the thyroid cartilage and faded gradually off to a moderate discoloration in the lateral soft portions. The discoloration was least marked at the upper left angle of the wound. The edges of the wound being flaccid, overhung the upper and lower parts of the wound—the overlapping being most marked over the lower part. No signs of bruising were present in the skin of the edge of the wound or around the wound. Just external to the lower part of the thyroid cartilage on the right side was a pit 1-in. deep running backwards between the soft parts and the cartilage. Discoloration in this was uniform with the remainder of the soft parts on the right side.

The left extremity of the wound was at a slightly higher level—⅜-in.—than the right extremity. The angle at the left extremity was rounded—about right-angled—the incision at the angle being abrupt and clean through the skin.

The right extremity of the wound was more acute being rather less than a right-angle. The incision here was tapering—there being ⅛-in. from the completely-divided skin to the whole skin.

The upper edge of the wound was slightly concave with a length of 3·in. along its margin. It was cleanly incised throughout its whole extent with a slight bevelling in the centre directed backwards and upwards.

The lower edge of the wound roughly formed a semicircle. It was 3¾-in. along its margin, was sagged down and fairly free. The sagging was most marked immediately to the right of median line.

The lower edge of the wound was cleanly incised except that the continuity was broken by two small incised wounds. One of these was a short distance to the left of the middle line and was ⅜-in. in length—its direction being horizontal and the angle of the incision pointing to the right.

The other small incision was about half-way along the edge from the median line to the right extremity of the wound. It was $\frac{3}{16}$-in. long—direction downwards and to left, the angle of the incision pointing in the same direction.

The extreme distance between these incisions was $1\frac{5}{16}$-in. In the upper left part of the wound and partly under cover of the upper edge at its left extremity was a small quadrilateral flap of muscle hanging downwards and to the right. (Anterior belly of omohyoid). This flap was about ½-in. along its attached border—$\frac{5}{16}$ in. in breadth and $\frac{1}{16}$-in thickness. It was a shaving off the convexity of a muscle passing down from above (hyoid bone) downwards and to the left. (The thyro-hyoid membrane and base of epiglottis were severed and necessarily the sterno-hyoid and thyro-hyoid muscles).

The damaged thyroid cartilage stood out in the centre of the wound. In the median line it was deficient in its upper two-thirds and in the lower one-third it was cleanly split through ¼-in. to the right of the median line.

Left lateral portion of the thyroid cartilage,—At its upper anterior angle the rounded edge was deficient. The whole anterior edge (upper two-thirds of cartilage) was fractured and ragged. The exposed surface of the fracture in the upper one-third was directed to the right and slightly forwards. The fracture in the lower part was at right angles to the cartilage surface. A slight distance about the centre of the free edge was an acute angle of deficient cartilage with partial fracture in cartilage running to left and slightly up indicated by a reddish line for ⅜-in.

Right lateral portion of cartilage.—At its upper anterior angle there was a portion of cartilage $\frac{7}{16}$-in. at base completely fractured inwards and being held as a flap, only by the lining membrane of cartilage. The anterior edge runs down in a jagged fractured blackened line to the split on right of median line below.

The fracture in the lower quarter of the cartilage was clean and concave towards the left, the concavity being slightly inclined downwards.

The width of the deficiency in cartilage varied from ½-in. to $\frac{3}{16}$-in. in middle line. The gap is not absolutely in the median line, the greater portion of it being to the right of the median line. The lateral halves of the thyroid cartilage were readily separated and the interior of the larynx with false and true chords exposed to view. No injury of the posterior wall of the larynx could be felt or could be seen with a good light from lens. The finger was passed upwards over the upper border of the posterior wall of the larynx on into the lower pharynx but no injury of the posterior wall of the pharynx could be felt.

The whole of the posterior surface of the epiglottis was felt to be quite smooth, rounded and soft—it was also examined with a mirror.

Also the finger was passed around the upper part of the posterior wall of larynx into the œsophagus which was uninjured.

Deductions From Character of Wounds.

The left extremity of the transverse incision being abrupt, deeper than the right extremity (as indicated by the flap of muscle being cut down) and the fact of the right extremity tapering off, indicate that the instrument entered strongly and sharply on the left side and was withdrawn on the right. This indication, together with the left extremity being higher than the right and that the level of the incision (the upper border of the thyroid cartilage) is the usual place wounded by suicidal cut-throats, all point to the wound being self-inflicted by the right hand. From the fact of the wound being cleanly incised—a fairly sharp single-bladed instrument is indicated as causing it.

The lower edge of the wound being ¾-in longer along its margin than that of the upper edge, and the lower edge sagging points to the lower edge having been stretched—presumably pulled down. The greater sagging to the right of the median line and the presence of pit immediately above it point to the stretching force having been applied mostly on the right side—probably the fingers of deceased.

The presence of two small incisions in the margin of the lower edge of the wound, the direction of both being inwards and towards each other, points to a second wound having been inflicted by a two bladed instrument—subsequent to the transverse incision. The second wound presumably made by a pair of scissors or small shears, was probably inflicted before the lower edge of the wound was pulled down. The lower edge would then be fairly tense and clean incisions could be made—whereas if the edge were stretched and sagged by pulling down, probably the skin would fold up under the approximation of the two blades and more than two incisions would be made.

The fact of the left small incision being longer than the right is in favour of the wounds being self-inflicted by the right hand, for the right blade would be pressed upon the right side and would act more or less as a fixed point so that when the blades were approximated, the left would travel through a longer distance on the skin than the right blade. Also a pair of scissors self-applied hurriedly with the right hand strikes the elevation most easily and the blade on the left would be nearer the median line than that on the right.

The fractured condition of the thyroid cartilage points to the third wound being a stab made by a narrow, blunt-sided instrument after the cartilage was

exposed in its whole length by the pulling down of the lower edge of the wound. The absence of incision on the posterior walls of the larynx, pharynx and epiglottis points to the instrument being blunt-sided, if it perforated so far. The direction of the stab must have been upwards and slightly backwards: otherwise injury would have occurred to these parts.

The greater deficiency of cartilage to the right of the median line points to the instrument entering from the right side, and a little to the right of the median line.

The probability is also that the blunt-sided instrument had a moderate sharp point to catch in the cartilage—otherwise the instrument would have slipped upwards and injured the upper edge of the wound. The stab could well have been made with a closed pair of scissors or small shears and from the point of entry and the direction of the blow it is highly improbable that it was other than self-inflicted. The fractures of the cartilage would be made by the impaction of stabbing instrument. Possibly the split at the lower right part was due to the instrument being wedge-shaped. With a pair of scissors when driven upwards, the thickest part of them, in contact with the cartilage, would be below and behind. Possibly also the partial fracture about the middle of the left lateral cartilage was due to the axle of the scissors being caught there.

The fact of the three wounds coinciding, points to all three being inflicted by an arm, the proximal end of which was in a fixed position in relation to its distance from the wounds inflicted.

Such would only be the case when the wounds were self-inflicted. This, together with all three wounds being at the common site of suicidal cut-throats points strongly to all three wounds being self-inflicted.

If the stab were inflicted by another hand, it would be most unlikely to strike the same spot, and supposing that it did one would expect to find some injury on lateral or posterior walls of larynx.

The discoloration being less in the upper left angle of the incision is explainable by the wound being deeper there and the flaps would fall back into normal position nearly and close the wound off from the air there to a certain extent. This would be more so with the patient lying on his right side.

Examination of Chinese Doctor.

On March 4th at the yamên of the Provincial Judge Yü, I examined the Chinese doctor who attended Chiang till the time of his death. Mr. Quirmbach of the American Episcopal Mission acted as interpreter and Judge Yü was also present. The doctor being the third to be called in to see Chiang first saw him between 1 a.m. and 3 a.m. on February 23rd about six hours after the wounds were inflicted. He found him in a weak and dazed condition in the Roman Catholic Mission with front of his clothes saturated with blood. The previous doctors had been unable to stop the hæmorrhage. He checked it by the application of plasters and medicines.

He stated that when he first saw him the wound in the neck was gaping widely to the extent of over an inch and he was unable to speak. Throughout the deceased had practically no cough. He was fed with tea-spoonfuls of liquid diet, but seems unable to have swallowed much.

Each attempt at swallowing was accompanied by pain and the doctor had great difficulty in exhorting him to make convulsive efforts to swallow. After three days' attempting he refused to make any more efforts for two days and got rapidly worse. The doctor stated that he had treated several similar cases with divided air passages in the neck.

I take this statement to indicate opening of the windpipe or larynx as a favourite mode of suicide among the Chinese.

At this interview, having made a complete rough copy of report from the notes obtained the day before at the examination of the wound, I intimated to the Judge.—Yü—that I would like to confirm my written report by another short examination of the body.

He objected to this on behalf of the relatives, but soon after stated that if the balance of my evidence was in favour of murder, that he would be able to persuade the relatives to permit another examination. The following day—March 5th—the Judge informed me twice—once through the Consul and later through the Chinese secretary at parting, that I might examine the body again whatever I thought the case to be.

On March 6th at 10.30 a.m. I re-examined the wounds in the neck of the dead Chiang and verified my rough written report. Particular attention was paid to the damage done to the thyroid cartilage, and to the absence of wounds on the posterior walls of the larynx, pharynx and epiglottis.

Conclusions.

My theory of the sequence of events is as follows:—

Firstly.—Chiang cut his throat with a knife held in his right hand. Then with his head extended moderately, the wound would gape to the extent of half an inch.

Secondly. He endeavored to cut his windpipe with a pair of scissors or small shears but only succeeded in inflicting the two small incisions in the lower edge of the wound. He found the thyroid cartilage too tough a structure to be easily divided. Failing this, he tore open the wound with his fingers on the lower edge and with the neck extended,

Thirdly.—Stabbed himself with the closed scissors or small shears held in the right hand.

The course of events after the infliction of the wound was:—

1.—Patient was allowed to become very weak by hæmorrhage of six hours.

2.—He obtained practically no nourishment and rapidly got weak until he died.

The wounds were by no means fatal. If Chiang had been seen by a competent medical man, the hæmorrhage could easily have been stopped and he would have been given nourishment either through a tube into stomach or per rectum.

The Governor stated that Dr. Charles of the American Episcopal Mission was sent for more than once and that he refused to come. This is denied absolutely by the A. E. Mission. Dr. Charles would have been glad to have looked after him; he offered his services indirectly through the Provincial Treasurer, he states, but they were refused.

I have the honour to be, Sir,
Your obedient servant,

(Signed) C. H. Dawe, Surgeon, R. N.,
M. R. C. S., England.
L. R. C. P., London

E. C. Werner, Esq.,
H. B. M. Consul,
Kiukiang (at Nanchang).

THE DEATH OF MAGISTRATE CHIANG OF NANCHANG.

THE following are the reports of Dr. C. H. Dawe, on his examination of the wounds from which Magistrate Chiang of Nanchang died on the 1st March last:

H. M. S. SNIPE,

Nanchangfu, 3rd, March 1906.

SIR,—I have the honour to report that I have this day examined the wounds in the neck of the deceased Chiang—late magistrate of this city—which are alleged by the Chinese to have caused his death. The Chinese officials state that the wounds were inflicted on 22nd February about 7 p.m., and that the man died as a result thereof on 1st March about 10 a.m. Deceased was aged about sixty years.

At the time of examination (3 p.m.), he had been dead fifty-three hours. I found him swathed in cotton wool and bandages fully dressed, and lying in a coffin.

The bandages and wool were removed, so that the front of the neck was fully exposed. In the middle of the throat there was a wide gaping wound. The remainder of the skin of neck and that of face were free from any wounds, bruises, or other signs of violence. The Chinese stated that there were no wounds on any other part of the body—none on hands or wrists. The officials stated that Chiang was right-handed. The skin was cold, moist, and flaccid and quite clear except for a few patches of yellow dried (postmortem) skin. There was one oval patch three-quarters of an inch by half-an-inch—one-inch-and-a-half above the middle of the right collar-bone. Over both collar-bones the skin was dried and yellow, more extensively over the left collar-bone. The elevator muscles of the lower jaw and the muscles at the back of the neck were quite flaccid the absence of rigor-mortis substantiating the slow and gradual death of deceased.

STATEMENT OF CHARACTER OF WOUND.

In the middle of the throat was a wide gaping horizontal wound—2½-in. horizontally by 1⅜-in. vertically in median line. The wound exposed the whole of the vertical anterior aspect of the thyroid cartilage (Adam's apple and portion below) in the centre, and the soft parts laterally. The thyroid cartilage was damaged mesially.

The incision was at the level of the upper border of the thyroid cartilage dividing the skin and superficial structures—small veins, nerves and cutaneous muscle fibres. The whole of the wound was discoloured—it was of a dirty greyish black which was most marked at the free anterior damaged edges of the thyroid cartilage and faded gradually off to a moderate discoloration in the lateral soft portions. The discoloration was least marked at the upper left angle of the wound. The edges of the wound being flaccid, overhung the upper and lower parts of the wound—the overlapping being most marked over the lower part. No signs of bruising were present in the skin of the edge of the wound or around the wound. Just external to the lower part of the thyroid cartilage on the right side was a pit 1-in. deep running backwards between the soft parts and the cartilage. Discoloration in this was uniform with the remainder of the soft parts on the right side.

The left extremity of the wound was at a slightly higher level—⅜-in.—than the right extremity. The angle at the left extremity was rounded—about right-angled—the incision at the angle being abrupt and clean through the skin.

The right extremity of the wound was more acute being rather less than a right-angle. The incision here was tapering—there being ¼-in. from the completely-divided skin to the whole skin.

The upper edge of the wound was slightly concave with a length of 3-in. along its margin. It was cleanly incised throughout its whole extent with a slight bevelling in the centre directed backwards and upwards.

The lower edge of the wound roughly formed a semicircle. It was 3¾-in. along its margin, was sagged down and fairly free. The sagging was most marked immediately to the right of median line.

The lower edge of the wound was cleanly incised except that the continuity was broken by two small incised wounds. One of these was a short distance to the left of the middle line and was ⅜-in. in length—its direction being horizontal and the angle of the incision pointing to the right.

The other small incision was about half-way along the edge from the median line to the right extremity of the wound. It was $\frac{3}{16}$-in. long—direction downwards and to left, the angle of the incision pointing in the same direction.

The extreme distance between these incisions was $1\frac{5}{16}$-in. In the upper left part of the wound and partly under cover of the upper edge at its left extremity was a small quadrilateral flap of muscle hanging downwards and to the right. (Anterior belly of omohyoid). This flap was about ½-in. along its attached border—$\frac{5}{16}$ in. in breadth and $\frac{1}{16}$-in thickness. It was a shaving off the convexity of a muscle passing down from above (hyoid bone) downwards and to the left. (The thyro-hyoid membrane and base of epiglottis were severed and necessarily the sterno-hyoid and thyro-hyoid muscles).

The damaged thyroid cartilage stood out in the centre of the wound. In the median line it was deficient in its upper two-thirds and in the lower one-third it was cleanly split through ¼-in. to the right of the median line.

Left lateral portion of the thyroid cartilage,—At its upper anterior angle the rounded edge was deficient. The whole anterior edge (upper two-thirds of cartilage) was fractured and ragged. The exposed surface of the fracture in the upper one-third was directed to the right and slightly forwards. The fracture in the lower part was at right angles to the cartilage surface. A slight distance about the centre of the free edge was an acute angle of deficient cartilage with partial fracture in cartilage running to left and slightly up indicated by a reddish line for ⅜-in.

Right lateral portion of cartilage.—At its upper anterior angle there was a portion of cartilage $\frac{7}{16}$-in. at base completely fractured inwards and being held as a flap, only by the lining membrane of cartilage. The anterior edge runs down in a jagged fractured blackened line to the split on right of median line below.

The fracture in the lower quarter of the cartilage was clean and concave towards the left, the concavity being slightly inclined downwards.

The width of the deficiency in cartilage varied from ¼-in. to $\frac{3}{16}$-in. in middle line. The gap is not absolutely in the median line, the greater portion of it being to the right of the median line. The lateral halves of the thyroid cartilage were readily separated and the interior of the larynx with false and true chords exposed to view. No injury of the posterior wall of the larynx could be felt or could be seen with a good light from lens. The finger was passed upwards over the upper border of the posterior wall of the larynx on into the lower pharynx but no injury of the posterior wall of the pharynx could be felt.

The whole of the posterior surface of the epiglottis was felt to be quite smooth, rounded and soft—it was also examined with a mirror.

Also the finger was passed around the upper part of the posterior wall of larynx into the œsophagus which was uninjured.

DEDUCTIONS FROM CHARACTER OF WOUNDS.

The left extremity of the transverse incision being abrupt, deeper than the right extremity (as indicated by the flap of muscle being cut down) and the fact of the right extremity tapering off, indicate that the instrument entered strongly and sharply on the left side and was withdrawn on the right. This indication, together with the left extremity being higher than the right and that the level of the incision (the upper border of the thyroid cartilage) is the usual place wounded by suicidal cut-throats, all point to the wound being self-inflicted by the right hand. From the fact of the wound being cleanly incised—a fairly sharp single-bladed instrument is indicated as causing it.

The lower edge of the wound being ¾-in longer along its margin than that of the upper edge, and the lower edge sagging points to the lower edge having been stretched—presumably pulled down. The greater sagging to the right of the median line and the presence of pit immediately above it point to the stretching force having been applied mostly on the right side—probably the fingers of deceased.

The presence of two small incisions in the margin of the lower edge of the wound, the direction of both being inwards and towards each other, points to a second wound having been inflicted by a two bladed instrument—subsequent to the transverse incision. The second wound presumably made by a pair of scissors or small shears, was probably inflicted before the lower edge of the wound was pulled down. The lower edge would then be fairly tense and clean incisions could be made—whereas if the edge were stretched and sagged by pulling down, probably the skin would fold up under the approximation of the two blades and more than two incisions would be made.

The fact of the left small incision being longer than the right is in favour of the wounds being self-inflicted by the right hand, for the right blade would be pressed upon the right side and would act more or less as a fixed point so that when the blades were approximated, the left would travel through a longer distance on the skin than the right blade. Also a pair of scissors self-applied hurriedly with the right hand strikes that elevation most easily and the blade on the left would be nearer the median line than that on the right.

The fractured condition of the thyroid cartilage points to the third wound being a stab made by a narrow, blunt-sided instrument after the cartilage was exposed in its whole length by the pulling down of the lower edge of the wound. The absence of incision on the posterior walls of the larynx, pharynx and epiglottis points to the instrument being blunt-sided, if it perforated so far. The direction of the stab must have been upwards and slightly backwards: otherwise injury would have occurred to these parts.

The greater deficiency of cartilage to the right of the median line points to the instrument entering from the right side, and a little to the right of the median line.

The probability is also that the blunt-sided instrument had a moderate sharp point to catch in the cartilage—otherwise the instrument would have slipped upwards and injured the upper edge of the wound. The stab could well have been made with a closed pair of scissors or small shears and from the point of entry and

the direction of the blow it is highly improbable that it was other than self-inflicted. The fractures of the cartilage would be made by the impaction of stabbing instrument. Possibly the split at the lower right part was due to the instrument being wedge-shaped. With a pair of scissors when driven upwards, the thickest part of them, in contact with the cartilage, would be below and behind. Possibly also the partial fracture about the middle of the left lateral cartilage was due to the axle of the scissors being caught there.

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Such would only be the case when the wounds were self-inflicted. This, together with all three wounds being at the common site of suicidal cut-throats points strongly to all three wounds being self-inflicted.

If the stab were inflicted by another hand, it would be most unlikely to strike the same spot, and supposing that it did one would expect to find some injury on lateral or posterior walls of larynx.

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EXAMINATION OF CHINESE DOCTOR.

On March 4th at the yamên of the Provincial Judge Yü, I examined the Chinese doctor who attended Chiang till the time of his death. Mr. Quirmbach of the American Episcopal Mission acted as interpreter and Judge Yü was also present. The doctor being the third to be called in to see Chiang first saw him between 1 a.m. and 3 a.m. on February 23rd about six hours after the wounds were inflicted. He found him in a weak and dazed condition in the Roman Catholic Mission with front of his clothes saturated with blood. The previous doctors had been unable to stop the hæmorrhage. He checked it by the application of plasters and medicines.

He stated that when he first saw him the wound in the neck was gaping widely to the extent of over an inch and he was unable to speak. Throughout the deceased had practically no cough. He was fed with tea-spoonfuls of liquid diet, but seems unable to have swallowed much.

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I take this statement to indicate opening of the windpipe or larynx as a favourite mode of suicide among the Chinese.

At this interview, having made a complete rough copy of report from the notes obtained the day before at the examination of the wound, I intimated to the Judge.—Yü—that I would like to confirm my written report by another short examination of the body.

He objected to this on behalf of the relatives, but soon after stated that if the balance of my evidence was in favour of murder, that he would be able to persuade the relatives to permit another examination. The following day —March 5th—the Judge informed me twice—once through the Consul and later through the Chinese secretary at parting, that I might examine the body again whatever I thought the case to be.

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CONCLUSIONS.

My theory of the sequence of events is as follows :—

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Kiukiang (at Nanchang).

No. #

CONSULAR BUREAU
NOTED AND PUBLISHED,
MAY 24 1906
3rd ASST. SECRETARY.
RECD. MAY 14 '06 DEPT. OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 21st 1906

CHIEF CLERK
MAY 23 1906
DEPT. OF STATE

SUBJECT: Death of Mary Gale.

Acknd by Secretary May 31. 1906.

The Honorable Robert Bacon,
Assistant Secretary of State,
Washington, D. C.

S i r :

I have the honor to forward herewith in duplicate Form No. 192 showing the death of Mary Gale, a missionary physician in Soochow.

I have the honor to be,
Sir,
Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Form No. 192.

CONSULAR BUREAU
JUN 2 1906
FILED

CONSULAR BUREAU.
RECEIVED AND PUBLISHED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, April 17th., 1906

Name: Mary Gale

Native or naturalized: Native

Date of death: April 7th

Place of death: Victoria Nursing Home, Shanghai

Cause of death: Cardiac disease

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Estate being probated

Address of family: Unknown

Family notified:

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 490

Remarks: Doctor in the American Church Mission at Soochow

Jas. L. Rodgers

Consul General of the United States.

[SEAL.]

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(Form No. 10c.)

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No. 4

INDEX BUREAU RECD JUN 2 1906 DEPT. OF STATE

3rd ASST. SECRETARY. JUN 11 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 21st 1906

CHIEF CLERK JUN 11 1906 DEPT. OF STATE

SUBJECT: Consular Court cases.

Acknd by Jarvis June 13, 1906

The Honorable Robert Bacon,

Assistant Secretary of State,

Washington, D. C.

S i r :

I have the honor to transmit herewith reports in duplicate of the Court proceedings of the following cases:

Police v G. Cappello & L. Ladow

" v S. Zimmermann

" v Charles Lowry.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: 3 reports.

INDEX BUREAU FILED JUN 13 1906

AMERICAN CONSULAR COURT.

Shanghai, 9th April.
Before the Hon. JAMES L. RODGERS, Consul-General.

FICKLE FORTUNE

G. Cappeilo was charged with conducting a roulette wheel on the premises of the Alcazar Hotel, Sicawei, between the hours of 11 p.m. and 12 midnight on the 7th inst.

L. Ladow, manager of the Alcazar Hotel, was also charged with allowing gambling to be carried on in the premises of the Hotel at the some time as the above.

Inspector J. McDowell conducted the prosecution and Mr. G. D. Musso appeared for the defence.

Inspector Mc Dowell stated the case and produced the roulette wheel in evidence.

Mr. Musso said the gambling had been carried on in a small building adjoining the main building of the Alcazar. He would enter a plea of guilty, but before the gambling paraphernalia was disposed of he would like to know what was to become of it. Gambling was allowed here at certain times of the year which was licensed by the Municipal Council. He had known of cases where gambling had been licensed.

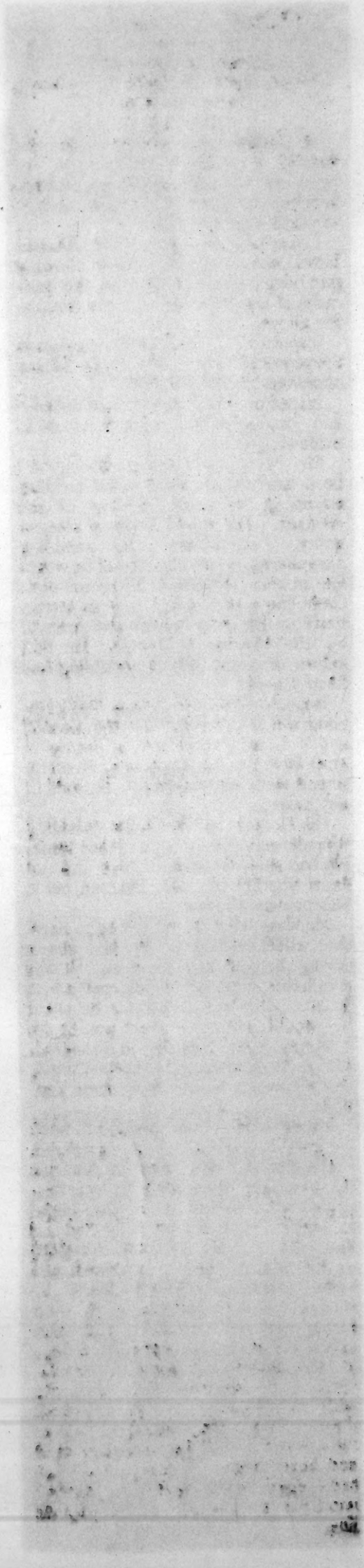
Inspector McDowell said that gambling was not licensed by the Council and if Counsel had seen a license it must have been a bogus one. Roulette wheels were not allowed to be used in any case.

His Honour said he knew gambling was allowed during the Race week. He had seen it himself. He did not know whether it was licensed, but it was publicy allowed.

M. Musso said he would like to have the wheel returned to his clients during the coming race week. It was a valuable machine having cost about $1,000. If it was returned to his client he would enter a bond not to use it on any other occasion in Shanghai. Mr J. Goodnow, the former Consul, had allowed a similar thing some time ago.

Inspector McDowell pressed to have the gambling paraphernalia destroyed.

His Honour said that in America the gambling paraphernalia was destroyed when seized as it was illegal to have it in possession. He had not been able to find any law in regard to the matter here. The wheel and other gambling machines would be returned to the defendants on their giving a proper bond not to use them again in Shanghai except on such days as were allowed. They would also be fined $100 Mexican each and the costs of Court. In the meantime all the machines, etc., would be kept at the Consulate until the necessary bond had been given. The $51 that had been seized would have to be handed into Court as it would help to pay the fine.



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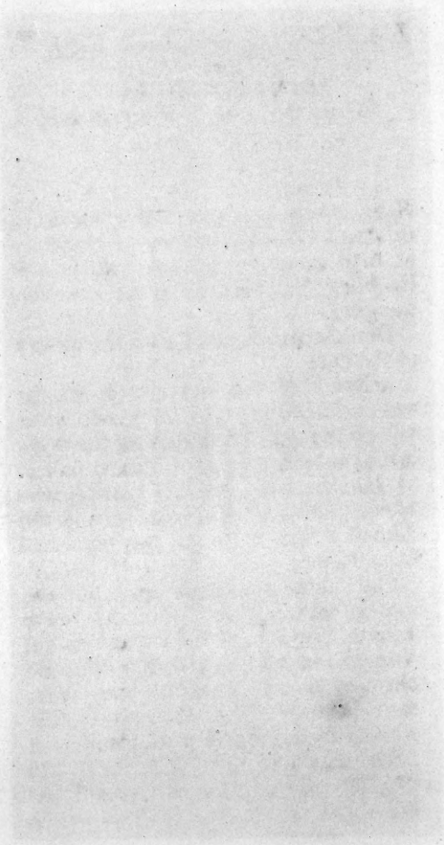


AMERICAN CONSULAR COURT.

Shanghai, 10th April.
Before the Hon. JAMES RODGERS,
Consul-General.

FAST DRIVING.

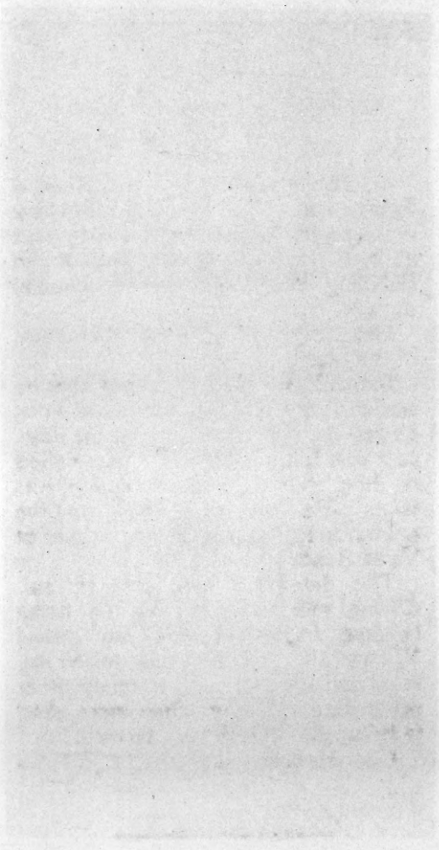
S. Zimmermann, No. 43 Kiangsi Road, was charged with furiously driving a horse attached to a dog cart at 0.50 p.m. on the 4th inst. on the Bubbling Well Road, to the common danger.

Det. Sergt. Brown stated the nature of the case.

Indian P. C. No. 217 stated that he was on duty at the time mentioned when he saw the defendant driving the dog-cart at a furious rate. Witness called on him to stop, but no notice was taken. He then gave chase and the animal was stopped at the corner of Yates Road.

The defendant said that he was driving with a friend and the horse became frightened and ran away. Witness and his friend both seized the reins and tried to stop, but they went some distance before they were able to bring the animal to a standstill.

His Honour said [redacted] the defendant would be discharged.



AMERICAN CONSULAR COURT.

Shanghai, 10th April.
Before the Hon. JAMES RODGERS,
Consul-General.

FAST DRIVING.

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STARTING EARLY.

Charles Lowry, age 14, of No 174 North Szechuen Road, was charged with having bean concerned with another boy in assaulting the complainants, Sun Ding Shing and Tsu Ah Nu in the Sawgin Road, at 6.30 p.m. on the 18th inst. Further charged with cutting and wounding one Sun King Chen with a knife at the same time place.

Inspector Bourke prosecuted on behalf of the police and stated how the accused went into house in the Sawgin Road and assaulted the inmates.

Case remauded till to-morrow.

Shanghai, 20th April.

Before the Hon. JAMES L. RODGERS, Consul General.

STARTING EARLY.

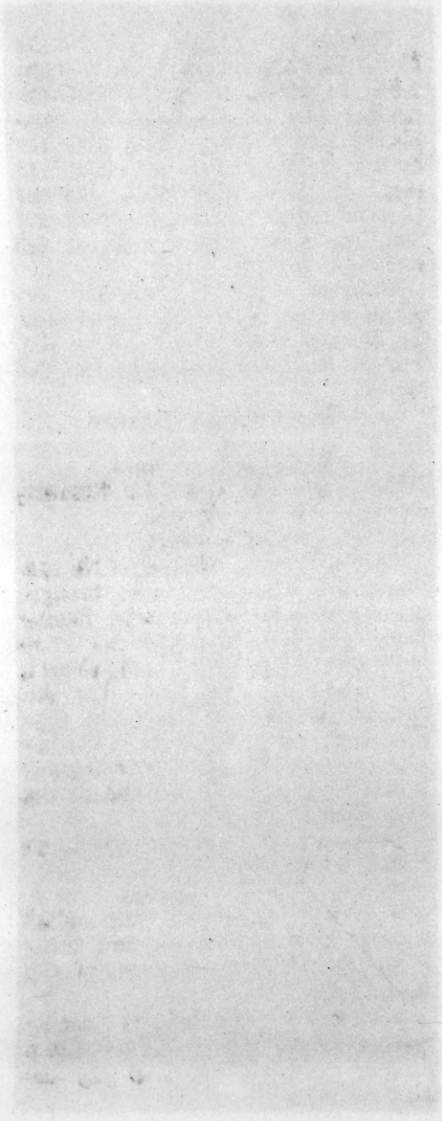
Charles Lowry, age 14, of No 174 North Szechuen Road, was brought up on remand charged with having been concerned with another boy in assaulting the complainants, Sun Ding Shing and Tsu Ah Nu, in the Sawgin Road, at 6.30 p.m. on the 18th inst. Further charged with cutting and wounding one Sun King Chen with a knife at the same time and place.

Inspector Bourke prosecuted on behalf of the police.

Accused pleaded not guilty.

A number of witnesses were called who testified as to the accused being one of the boys who committed the assault.

His Honour said that on this occasion the accused would be dismissed with a caution and be ordered to pay the costs of Court.



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Inspector Bourke prosecuted on behalf of the police.

Accused pleaded not guilty.

A number of witnesses were called who testified as to the accused being one of the boys who committed the assault.

His Honour said that on this occasion the accused would be dismissed with a caution and be ordered to pay the costs of Court.

No. 143.

RECEIVED JUN 2 '06 DEPT. OF STATE
CONSULAR BUREAU JUN 12 1906 DEPARTMENT OF STATE
3rd ASST. SECRETARY JUN 12 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 25th 1906

CHIEF CLERK JUN 11 1906 DEPT. OF STATE

SUBJECT: The Trade Blockade of the North.

Acknowledged by Secretary June 13, 1906.

The Honorable Robert Bacon,
Assistant Secretary of State,
Washington, D. C.

S i r :

I have the honor to transmit herewith, for the information of the Department, an interesting resume of conditions in Southern Manchuria which, as described in a recent dispatch are so seriously hampering and affecting the trade of Shanghai Chinese who deal in American cotton goods. My own investigation leads me to endorse nearly all that attributed to Mr. Bush, who is an American merchant in Newchwang. I regret being unable to send the newspaper extract in duplicate, as it is from a Tientsin paper of recent date.

I have the honor to be,
Sir,
Your obedient servant,

John L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Newspaper extract.

INDEX BUREAU JUN 14 1906 FILED

During a recent visit to Hongkong Mr. H. A. Bush ,of Newchwang, gave a representative of the *China Mail* a long interview; out of the much chaff contained in which we take a few grains of corn.

On the subject of the shutting out of Foreign trade by the Japs in Manchuria he said he was hopeful, though prepared to acknowledge that the Japanese will defeat the British in many respects. Trade began to settle into its normal state soon after the war ended, but much delay in distribution of goods was caused by the activity displayed by the Japanese in withdrawing their army. The railway brought troops south at the rate of 8500 per day and emptied them into Port Arthur and Dalny, and whilst all rolling stock was monopolised in this way there was little chance of merchandise being sent over the lines. The result was considerable congestion at Newchwang. Godowns became packed to the roofs with goods —more particularly British and American piece goods—and there seemed to be little hope of getting it away for many months. The Japanese, controlling most of the river boats, naturally sent forward their own country's goods first, and this led to the complaint recently made that obstruction was being practiced against British merchandise. So far as shipping is concerned every facility is afforded Britishers, but in the matter of distribution d lay is caused owing to the lack of transport towards the interior. Another cause of d·lay and confusion is the difference in size between the Japanese and Russian rolling stock. The Japanese lines being narrow gauge the trucks can only carry 7½ tons as against 22½ tons by the old Russian lines. This is a considerable difference. Whether British goods are to be perpetually blocked in this way it is hard to say, but the chances are matters will be altered when the congestion is relieved and the army is entirely out of Manchuria. Until then there is bound to be delay.

Asked regarding the general trade question Mr. Bush pointed out that business with northern markets is still done upon the barter system, merchants in the south sending up piece goods and other cargo in exchange for northern products. The Russians attempted to break this custom down, but failed, and now the Japanese are endeavouring to do a similarthing. The Yokohama Specie Bank, according to a recent

circular, will decline to open current accounts in hard sycee—one shoe equals taels 53.50—Mexican dollars or hard transfer—bar money. They will only accept war notes or silver yen. The war notes in circulation amount to about yen 2,500,000 against 3,600,000 Russian rouble notes. Just before peace was declared the Japanese war note was at 20 per cent. discount, and during the war and up to the present, *rouble notes have been accepted and cashed at par.* The Chinese, without hesitation *will deal in roubles*, but absolutely refuse to have anything to do with the Japanese war note.

The Japanese will grant drafts to any part of Japan at a discount of ten per cent., against local war notes in Newchwang and Manchuria, but it is impossible for the merchant in Shanghai or Hongkong to fix any calculation on exchange. During the Russian occupation of 5½ years the Russians did all in their power to abolish the system of "hard transfer" in favour of roubles, but, as before mentioned, they failed.

The end of the war is likely to have a serious effect upon shipping, opined Mr. Bush. During the war some 385 transports were used for carrying troops and commissariat. British, Norwegian, and German ships were able, on the China coast last year, to obtain charters at the rate of $6800 per month, whereas this year, owing to the release of transports by Japan, Japanese can grant the same amount of tonnage for $3500.

Another point is pilotage. During the war commanders of these transports were capable of navigating their own steamers in and out of either Dalny, Port Arthur, or Newchwang without the aid of pilots, thereby reducing their expenses tremendously. Tramps on the China coast never thought of entering these ports unless piloted by local men, because the greater part of time they have to cross the bar at night, which is not lighted, except for the flashlights used by the pilots themselves.

During the war the Japanese had their own guard boats and lights on the bar, and masters of Japanese ships have become so accustomed to the passages that they now do it unaided. This fact is going to militate against the successful competition of boats whose masters have to rely upon pilots, and it is possible that control of the coast trade will ultimately rest with the Japanese to a large extent.

fied myself that she is intended only for exhibition purposes on the Pacific Coast of the United States.

I transmit herewith a copy of a letter from the office of the Whang-Ho Co. to the International Banking Corporation of this city relative to the purchase of such a vessel and describing what they desire. I also enclose copy of the certificate from the President of the Company in which it is stated for what purposes the vessel is intended. She is under command of Hans Borg, who claims to be a naturalized American citizen and carries a crew of ten men including the Captain.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures:

Copy of letter from Whang-Ho Co to Int[l] Bkg Corpp.

Copy of Mr. Milne's certificate.

Consular

No. 144.

CONSULAR BUREAU. JUN 1906 DEPARTMENT of STATE.
CONSULAR BUREAU. DEC 1906 DEPARTMENT of STATE.
3rd ASST. DEC

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 26th

CHIEF DEPT

SUBJECT: Sailing Junk "Whang-Ho".

Acked by Secy to Ambassador, Berlin, June 12. 5 Encl.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

S i r :

I have the honor to inform the Department that I have issued to the "Whang-Ho Co." of Los Angeles, Cal., a certificate of ownership (Form 35) to the sailing junk "Whang-Ho".

This vessel was built under contract by the Vulcan Iron Works of this city for the Whang-Ho Co. for the sum of Fifteen thousand dollars U. S. currency. Her description is as follows: She was built on the style of a Chinese war junk; her length is 116 feet, breadth moulded 24 ft. 6 inches, depth moulded 10 ft. gross tonnage 146.5, net tonnage 77.43 tons. She was built to represent a typical Chinese war junk and to be used on the Pacific Coast of the United States for exhibition purposes. She has eight guns on wooden carriages and a number of old Chinese war weapons, such as spears, swords &c.

She cleared from this port on the 19th instant for San Pedro, Cal.

Before I would allow her to leave here, I required the President and General Manager of the Whang-Ho Co. to sign a certificate under oath, that no ammunition would be taken on board and fully satis-

fied

7 Copy.

Los Angeles, Cal. Nov 4th. 1905.

The International Banking Corporation,

Shanghai, China.

ASSISTANT SECRETARY,
JUN 11 1906

Sirs:-

Mr. William M. Milne, the bearer, whose signature is attached is authorized to purchase in our name and for our account a typical Chinese War Junk, such as is used in China for for the suppression of piracy, and such as is frequently at anchor at Woosung, and to correspond with attached photos. Mr. Milne may deal with Chinese Government Officials, ship brokers or ship builders in securing the vessel; all bills approved by him for marine Insurance, vessel, equipment, arms, ~~charges customary in buying~~ armament, refitting, provisioning and shipping crew, and all charges customary in buying, eqiping and clearing a vessel for a foreign port from Shanghai will, upon approval by MR. Milne, be paid by you to the extent of Seventeen Thousand Five Hundred Dollar Gold (17500.)

The bill of sale of the vessel, together with all Insuranc documents and all vouchers for expenditures, will be forwarded by your bank to us through the First National Bank of this city

We desire Marine Insurance for at least three-fourths (3/4 value of the ship. Should Marine Insurance not be effected Mr Milne will not purchase, nor will you pay for, any thing whatever.

The vessel we desire to purchase is approximately of the following description:

A wooden vessel built in typical Chinese War Junk style, about 200 tons, about 100 feet long, about 24 ft. beam, double bows with eyes,, grass matting sails, and Chinese decorations; the armament must consist of at least eight guns on wooden carriages,

small arms in cabin and Chinese furniture and fittings throghout.In short,we want a Chinese War Junk of the same pattern and style as shown by the attached photos.

(signed) Wm.m.milne, Prest.

(Signed) Martin Bekins,Vice "

(Signed) Jun G.Broke, Secretarya.

Wm. M.Milne

Wm. M.Milne

---

4 Copy

AMERICAN CONSULATE GENERAL

SHANGHAI, CHINA .April 18th.1906.

William M.Milne,President of the Whang-Ho Company of California,being duly sworn says;That the Sailing Junk "Whang-Ho" now lying in the Whangpoo,River at Shanghai was built by the Vulcan Iron Works,Ltd.of Shanghai for the Whang-Ho Company;that she is the style of a typical Chinese War Junk of 146 tons gross,length 116 feet,Breadth moulded 24 feet 6 inches,depth moulded 10 feet and has eight guns on wooden carriages and also a number of Chinese Spears,swords &etc.;That no ammunition for the guns will be taken on board; that the vessel is to be sent to San Pedro,Cal. and is to be used only for exhibition purposes.

signed Wm M Milne
Pres't & Gen'l Manger
Whang-Ho Company

American Consulate General,
Shanghai,China.

Subscribed and sworn to before me this 18th. day of April 1906.

(signed) W.R.Boyd
Deputy Consul General.

(Seal)

JUN 11 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. JUN 11 1906

No. 145.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

April 27th 1906

SUBJECT: Trust Fund for Edna Marie Davenport.

CLERK JUN 11 1906 DEPT. OF STATE

Acknowledge Jun 13. 1906.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

S i r :

I have the honor to forward herewith (1st) copy of a bond given by the International Banking Corporation, Shanghai Branch to and in favor of Edna Marie Davenport, a minor, of San Francisco, California, but now a pupil at St. Francis Academy, Benicia, Cal., and (2nd) a copy of a letter addressed to Miss Davenport by myself. The letter I have written explains the matter fully.

It is my desire, however, to state to the Department that the mother of Miss Davenport is a prostitute, as was also the late Miss Foster. I have endeavored in the matter of this trust fund to render it absolutely safe, and for that reason refused to allow Miss Ballard (a notorious woman of French nativity) to have anything to do with it. It has seemed to me that the record of this whole transaction should be on file in the Department.

I have the honor to be,

Sir,

Your obedient servant,

Chas. S. Rodgers

AMERICAN CONSUL GENERAL.

MAIL & FILE BRANCH JUN 13 1906 FILED

Enclosures two.

(Copy)

Know all men by these presents, that The International Banking Corporation, a corporation organized and doing business under and by virtue of thelaws of the state of New Jersey in the United States and having a branch bank at Shanghai in the Empire of China, is held and firmly bound unto Edna Marie Davenport of the city of San Francisco in the State of California in the United States, in the sum of Seven thousand five hundred (7500) Dollars, Mexican, to be paid to the said Edna Marie Davenport, her heirs, executors, administrators or assigns, for which payment, well and truly to be made, the said International Banking Corporation doth bind itself and its successors, firmly by these presents.

Sealed with the seal of said Corporation,
Dated April 26th 1906.

The conditions of the above obligation are such, that if the above bounden International Banking Corporation, or its successors, shall well and truly pay, or cause to be paid, unto the above named Edna Marie Davenport, her heirs, executors, administrators, or assigns, at Shanghai, China, the just and full sum of five thousand (5000) dollars, Mexican, with interest thereon at the rate of five and one-half per cent (5 1/2%) compounded annually from the 24th day of January 1906, (provided, however, that if, upon authority of the American Consul General at Shanghai, any part of such interest so compounded shall be paid to the said Edna Marie Davenport, her guardians, heirs, executors, administrators, or assigns, said interest so compounded shall cease at the time of such payment and simple interest at the same rate shall accrue thereafter), on the 17th day of June 1913, without fraud or delay, then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

(S E A L) In witness whereof the corporate seal of the said corporation is hereto affixed and these presents duly signed by the manager of the said corporation at Shanghai in the Empire of China, this 26th day of April 1906.

JOHN K. MOIR

In the presence of

Manager of the International Banking Corporation at Shanghai, China.

Charles A. Engelbracht
Anna Ballard
D. Davenport.

Empire of China,)
) ss.
Consular District of Shanghai)

I, James L. Rodgers, Consul General of the United States at Shanghai, China, do hereby certify that on the 26th day of April 1906, at Shanghai, personally appeared before me J. K. Moir, to me well known, who being by me duly sworn, did depose and say that he was the manager of The International Banking Corporation at Shanghai; that he knew the seal of said corporation; that the seal affixed to the foregoing instrument is the said corporate seal; and that he had the power to soaffix it and sign his name thereto.

In witness whereof I have hereunto set my hand and official seal this 26th day of April 1906.

JAMES L. RODGERS.
Consul General of the United States
at Shanghai, China.

(S E A L)

I certify that the above is a true and correct copy of the original bond as signed, sealed and witnessed in my presence.

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

#957.

SHANGHAI, CHINA, April 27th 1906.

Miss Edna Marie Davenport,
c/o Sister Ursula,
St. Francis Academy,
BENICIA, CALIFORNIA.

My dear Miss Davenport:-

As you have doubtless been informed by your mother you were made a beneficiary under the will of the late Barbara Beatrice Foster, of Shanghai, to the extent of Five Thousand Dollars ($5,000.00) Mexican; and that Miss Anna Ballard, of Shanghai, was nominated as Trustee of this fund for your benefit. Miss Ballard waived acceptance of the trust, the will of Miss Foster was duly probated, the estate closed and the administrators were discharged, after paying to me, as Consul General and Judge of the American Consular Court the sum of Five Thousand Dollars ($5,000.00) Mexican. This sum with the consent of your mother, was deposited on January 24th 1906, in The International Banking Corporation, Shanghai, as a fixed deposit, as is evidenced by the enclosed copy of a bond given by

The

The International Banking Corporation. This bond signed, sealed and witnessed in my presence, yesterday, April 26th 1906, by your mother, Anna Ballard, and Charles A. Engelbracht, Clerk of the American Consular Court, Shanghai, and by Mr. J. K. Moir, Manager of The International Banking Corporation, Shanghai, is self explanatory. The original will be kept in the archives of the American Consulate General at Shanghai, a copy will be sent to the Department of State, Washington, D. C., and another copy will be retained by The International Banking Corporation, at Shanghai. You should have this copy of the bond, together with this letter, carefully preserved, and upon attaining your majority, the amount due can be collected, by yourself, your heirs or assigns.

This fund was deposited in The International Banking Corporation, by request of your mother, on account of the amount of interest allowed (5 1/2 per cent). The institution is apparently a perfectly reliable one and as you will notice the bond calls for an amount fifty percent in excess of the deposit, this being to protect your principal and accumulation of interest. Your mother agrees to continue your support, but in event of her disability to do so, or her death, you must notify

the

notify the American Consulate General, Shanghai, and the International Banking Corporation, Shanghai, to pay the interest, in accordance with the terms of the bond, to the person acting as your guardian or trustee.

The intent of this action has been to secure for you in as stable a manner as possible here, an investment, which, upon your majority being attained, will give you asmall fund for your support. In view of all the conditions it has seemed the best thing to do.

Will you kindly acknowledge receipt of this and inform me whether there is any further information desired.

I am, my dear Miss Davenport,

Yours very respectfully,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL AND
JUDGE OF THE AMERICAN CONSULAR
COURT FOR THE CONSULAR DIS-
TRICT OF SHANGHAI, CHINA.

Y.W.

JUN 11 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY. JUN 11 1906

No. 146.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

RECD. JUN 2 '06 DEPT. OF STATE

April 28th 1906

CHIEF CLERK JUN 11 1906 DEPT. of STATE

SUBJECT: Deaths of seamen on American ship "Ivy".

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Acknowledged by Secretary June 17. 1906

S i r :

I have the honor to report the arrival at this port of the American ship "Ivy" of Bath, Me., W. F. Stetson, master on March 19th last. and to inform the Department that during the voyage of said ship from Singapore to Shanghai eight of the crew died from beriberi. Their names are:

Shoir Sing	died	February	21	1906,	buried	at	sea
Chan Shung	"	"	28	"	"	"	"
Shoir Ngok	"	March	5	"	"	"	"
San Yung	"	"	"	"	"	"	"
Ya Sun	"	"	10	"	"	"	"
Ching Shan	"	"	"	"	"	"	"
Ching Choy	"	"	12	"	"	"	"
Mei San	"	"	16	"	"	"	"

INDEX BUREAU JUN 13 1906 FILED

These men were all Chinese and were shipped at Shanghai for a voyage to Singapore and return. The wages due the deceased seamen were paid to their nearest relatives and receipts for the amounts were sent to the Auditor for the State and Other Departments with my accounts for the March quarter 1906. The ship has been thoroughly disinfected and will shortly clear from this

port

port for a voyage to Singapore.

I have the honor to be,

Sir,

Your obedient servant,

Jay L. Rendegan

AMERICAN CONSUL GENERAL.

Y.W.

No. 147.

CONSULAR BUREAU. JUN 11 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. JUN 11 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 1st 1906

CHIEF CLERK JUN 11 1906 DEPT. OF STATE

SUBJECT: Indemnity Installment for April 1906.

Asked by Secy to Treas. June 12-1906

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to inform you that H. E. Jui Ching, Taot'ai of Shanghai, has this day notified me that he has paid to the International Banking Corporation for transmission to the United States Treasury, the sum of 85,200 gold being the April installment of the indemnity under the Protocol Agreement.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

FILED JUN 18 1906 EXECUTIVE BUREAU

No. 148.

CONSULAR BUREAU
JUN
12
1906
DEPARTMENT of STATE

3rd ASST. SECRETARY
JUN 12 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 3rd 1906. 190

CHIEF CLERK
JUN
11
1906
DEPT. of STATE

SUBJECT: Disposition of Fees.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Ack June 19 06

S i r :

I have the honor to invite the attention of the Department to Paragraph 567 of the Consular Regulations relative to the disposition of fees and to suggest that this regulation be so changed that the Consular officer in China, at least, shall, or may be allowed, to apply the fees first to the payment of contingent expenses.

My reason for making this suggestion is that I believe such change would make it much more convenient and save much annoyance to Consular officers and the Accounting Officers of the State and Treasury Departments in the matter of gain or loss by exchange.

The ruling apparently has been that all expenditures incurred during a quarter shall be paid at the Government rate of exchange and drafts for balance of salary of the Consular officer and drafts for all other expenditures shall be negotiated on the last day of the quarter in order that the loss or gain by exchange can be calculated at the Government rate of exchange for the same quarter in which the expenditure was incurred.

At

At this Consulate General I find it impossible to get all the bills presented for payment and the exchange figured by the last day of the quarter, and were it possible so to do, the banks close at 3 p.m. which is one hour prior to the closing of this Consulate for the day. It is therefore impossible for me to negotiate my drafts for the quarter on the last day of the quarter, and the condition is still more marked at some Consular stations in the interior.

As all exchange, whether loss or gain as the case may be, on drafts negotiated is debited or credited the Government in the account for contingent expenses, except where the fees exceed the contingent expenses, all accounts could be closed and drafts drawn on the last day of the quarter (except for contingent expenses) and by so doing the loss or gain by exchange for the quarter would be at the Government rate of exchange for the quarter. If the fees exceed the contingent expenses, the balance could be remitted to Washington, a plan which, it seems to me, would insure further simplicity in accounts, and which would entail small expense.

This method would undoubtedly save numerous letters of explanation and inquiry as to why the exchange on different drafts was not at the rate given by the Director of the Mint for the quarter and debited or credited to the Consul's account pending such explanation.

I have the honor to be, Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENER

Y.W.

CONSULAR BUREAU JUN 11 1906 DEPARTMENT OF STATE
3rd ASST. SECRETARY. JUN 11 1906

No. 149.

INDEX BUREAU REC'D JUN 2 '06 DEPT. OF STATE

American Consulate General,

Shanghai, China,

May 4th 1906

CHIEF CLERK JUN 11 1906 DEPT. OF STATE

SUBJECT: Shanghai Municipal Documents.

acknowledged by letter June 26 1906

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's despatch No. 42 in relation to the copies of the Municipal ordinances, land regulations and minutes of the Municipal Council of Shanghai, and to say in reply that I hope to be able to forward these documents in the pouch in which this despatch will go.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

INDEX BUREAU JUN 27 1906 FILED

No. 150.

DIVISION OF RECORDS BUREAU JUN 11 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. JUN 11 1906

File.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

INDEX BUREAU REC'D JUN 12 '06 DEPT OF STATE

May 4th 1906

CHIEF CLERK JUN 11 1906 DEPT. OF STATE

SUBJECT: Leave of absence.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's unnumbered despatch of March 1st 1906, in acknowledgment of my application for a leave of absence with permission to visit the United States, to be availed of in 1906. I beg to express my gratitude for the prompt compliance of the Department with my request and to state that I am sure the matters which I find it will be necessary to lay before the Department and other branches of the Government Service in Washington will certainly justify my absence from my post.

I will carefully comply with the instructions as to data concerning my prospective leave.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

INDEX BUREAU JUN 18 1906 FILED

May 4th, 1926.

SUBJECT: Leave of absence.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's numbered despatch of March 1st 1926, in acknowledgment of my application for a leave of absence with permission to visit the United States, to be availed of in 1926. I beg to express my gratitude for the prompt compliance of the Department with my request and to state that I am sure the matters which I find it will be necessary to lay before the Department and other branches of the Government Service in Washington will certainly justify my absence from my post.

I will carefully comply with the instructions as to data concerning my prospective leave.

I have the honor to be,

Sir,

Your obedient servant.

INDEX BUREAU JUN 11 1906 DEPARTMENT of STATE

3rd ASST. SECRETARY. JUN 11 1906

No. 151.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 4th 1906

CHIEF CLERK JUN 11 1906 DEPT. of STATE

SUBJECT: Arms for American Company of Shanghai Volunteer Corps.

I par. June 21. 1906

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's No. 41 of March 30, 1906, relative to the matter of supplying the American Company of the Shanghai Volunteer Corps with arms and ammunition. The Department's telegram, confirmation of which is given in the despatch, was thoroughly understood and the matter was dropped until the receipt of the despatch. I can well see the strength of the War Department's position in such a matter and of course can not represent that the arms would be wanted essentially for the protection of government property and funds. The Company has been furnished with the Lee-Metford rifle by the municipality, and while the American standard arm would be much preferred, there is no reason why the present equipment will not answer all purposes. The liberal proposition of the War Department as to the sale of the guns has been laid before the Company officers, but on account of uniformity as to ammunition required, it will not be accepted. On behalf of the Americans comprising the Company I beg to offer thanks for the Department's effort in their behalf.

INDEX BUREAU JUN 22 1906 FILED

I

Dept.#151--2.

I note the information as to the request of the Department in the matter of a small supply of arms and ammunition for the specific purpose of the protection of the property in the Consulate General, and I am pleased to state that advices have been received from Manila as to the shipment of twenty four rifles, an equal number of revolvers, and other full equipment. All of this I will receipt for on arrival.

I have the honor to be,

Sir,

Your obedient servant,

James L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

File 2302

Bureau of Indexes and Archives.

_____, 190 .

el May 7'
Leave space
1 p.

No. 152.

3rd ASST. SECRETARY.
JUN 12 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 12th 1906

SUBJECT: Surplus of Cotton Piece Goods and Financial Condition.

Acknowledged by Forum June 13, 1906.

CHIEF CLERK
JUN
11
1906
DEPT. OF STATE

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

Sir:

I have the honor to report that the condition as to the blockade of American cotton piece goods and general cargo intended for the north, has not improved as far as Shanghai evidences are concerned. The stocks on hand, the large majority of which are owned or contracted for by Chinese merchants, have increased rather than diminished, and no speedy relief is in sight, affairs in Southern Manchuria still being unsettled. It was stated to me yesterday by the Manager of the China and Japan Trading Company, the largest American firm, that the stock of piece goods in Shanghai, sold and unsold, now amounts to nearly seven million pieces, and that there are many contracts calling for deliveries running well into the summer months. Furthermore it was stated that no new orders had been taken for about sixty days. The situation as to general cargo is, however, much better and while some surplus exists there does not seem to be the same uncertainty as to its disposal.

As

As to the piece goods surplus no one even suggests a boycott effect. It is solely the result of overbuying combined with unlooked for conditions in the North following the war. These will pass away but in the meanwhile there will be a great falling off in such American importation during the last half of this year and the first half of 1907. Of course in view of such an outcome, which is now becoming perfectly apparent, it will be said by those who do not understand the causes that it is all due to the boycott. Indeed in American papers just received currency is given to that idea, but such statements only meet with ridicule here from importing firms, foreign as well as Chinese.

One very serious effect which is almost sure to be seen, if some relief is not soon afforded, is that of a financial crisis. The Chinese cannot carry their immense stocks indefinitely, nor can the importing firms give long extensions. The banks are already growing cautious, although there is plenty of money at present. Heroic remedies will surely have to be applied and to institute these effort is now being made. There is without the slightest doubt just cause for grave anxiety, but just now it is very hard to determine the exact state of affairs.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

INDEXED FROM CARBON COPY.

TELEGRAM RECEIVED IN CIPHER.

Secretary of State, MAY 17 1906

From Shanghai

Received May 17, 1906. 9:19 A. M.

CHIEF CLERK MAY 17 1906 DEPT. OF STATE

BUREAU OF APPOINTMENTS. MAY 17 1906 Department of State.

Secretary of State,

Washington.

Last year total net imports 326,383,577; exports amount to 166,359,383; direct from America inclusive of Hawaii, 56,149,291; direct to America, 19,732,463 gold dollars. Hongkong-American imports (and) exports are not included.

RODGERS.

BUREAU OF TRADE RELATIONS RECEIVED MAY 18 1906 DEPARTMENT OF STATE

Carbon copy seen May 17 & copied to Com. of Labor

Seen by Mr. Denby

INDEX BUREAU MAY 19 1906 FILED

Ciphered by the Chief Clerk's Office,

C. R. D.

No. 153.

INDEX BUREAU RECD JUN 29 '06 DEPT OF STATE

CONSULAR BUREAU JUN 1906 DEPARTMENT OF STATE

CHIEF CLERK JUN 30 1906 DEPT. OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 16th 1906

SUBJECT: Dr. L. S. Wilcox's claim against The Standard Oil Co.

Ack'd by telegram to Mr. Wilcox July 3. 1906

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to inform the Department that the Standard Oil Co. of New York, through its Shanghai office, has under protest paid to me for transmission to Dr. L. S. Wilcox, formerly American Consul General, Hankow, the sum of $73.76 gold, being the amount due for tonnage on the trips of the S. S. "Meian", which the Treasury Department collected from Dr. Wilcox, and which was referred to in the Department's No. 28 of January 25th 1906. The draft will be forwarded to Dr. Wilcox by this mail.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

INDEX BUREAU JUL 5 1906 FILED

Shanghai.

Nanking May 16 1906

ASSISTANT SECRETARY.
JUN 30 1906

BUREAU OF APPOINTMENTS
JUL 16 1906
Department of State.

CHIEF CLERK
JUN 30 1906
DEPT. OF STATE

FILED
DIPLOMATIC BUREAU
JUN 27 1906

Hon. Elihu Root
Secretary of State
Washington D.C.

Sir:-

I have received the San Francisco Chronicle containing the statement that you had sent a copy of Mr. Pierce's report to Congress, as showing the necessity of reform of the Consular service. I, at once, wired you "In fairness publicly send Congress my reply Pierce's charges."

I take it for granted that you do not know the truth of the matter, or you would not have given the weight of your great name to Mr. Pierce's report as conveying proven facts.

I have served in China under exceptionally trying circumstances with approval repeatedly expressed of my superior officers; and am entitled to different treatment than I have received.

Morning Star

Mrs. Ellen Clay

Meeting Date

Thursday Oct. 17

Mrs. -

I have learned in our previous
Classes entering in statement of
fact but a copy of this fact
report to show as showing as
necessary before a statement
of purpose is made. In fact
and maybe my topic [illegible] changes
this is the practical test in do not
know the truth of the matter or not
have given the [illegible] of my fact sheet
[illegible] in carrying known facts
I have learned in class under [illegible]
typing [illegible] with [illegible] practically
speaking of my [illegible] and [illegible]
entitled to [illegible] [illegible]
I have learned

In 1903 the newspapers said that serious charges had been made against me. Nothing of this was sent to me from the Department of State. I was in Washington late in 1903. I repeatedly asked Mr. Pierce if charges against me were under consideration, saying to him that I could answer them then: but at the same time I urged the advisability of a visitation to all the consulates in China. Mr. Pierce said that none of the charges were considered as serious "or you would not be allowed to go back without clearing yourself".

When Mr. Pierce arrived in Shanghai in 1904, I, at once, said to him that the newspapers had it that he had come to investigate specific charges against me: that I hoped that he would do so thoroughly and would hear any and every charge anyone wished to make: that I only asked him to give me an opportunity to know of and to answer every charge; - "such an opportunity as I would give to a beach comber charged with being drunk and disorderly".

Mr. Peirce denied positively that he was to investigate any charges and said "What you ask is only fair. If any one makes any charges against you, I will notify you and will give you a full hearing before I go away". When Mr. Peirce went away, I went with him to the jetty and reminded him of his promise. He answered "If any serious charge had come under my notice, I would have told you and heard you". And yet Mr. Peirce had two secret service men with him and kept them busy looking to find anything against me. Also one of his party told Americans that it would be pleasing to Mr. Peirce if they would sign a petition against me. (See J.P. Roberts' published letter in your archives.)

Later, after I had written to the President asking for the charges made against me, I received a brief synopsis of charges and was ordered to Washington.

I first saw Mr. Peirce. He told me that the President thought that he was entitled to have his own man in an important

place like Shanghai and had decided to remove me. I made no objection to that: but said that I had come to answer charges and wished to do so. and asked Mr. Peirce what charges he had found any evidence to sustain. He replied "You can not expect a prosecuting officer to give away his case". I further urged a fair hearing and Mr. Peirce agreed to it but said that he was to act as Judge. Naturally I did not care for a hearing where the "prosecuting officer" was to be "Judge".

Finally it was agreed that I should file my reply to all the charges I knew about and substantiate it with original documents and affidavits. This I did. Mr Peirce agreed that my reply should be filed with his report so that it would show also if ever his report was used. It was also agreed that I should return to Shanghai and take charge about the middle of March and resign April 1st to show those

[illegible]

that the President did not consider the charges as proven.

You will see, and the date of his report must show that it was written before I got to Washington, that Mr. Peirce's report assumed all charges against me to be true without giving me an opportunity to be heard. Is this fair?

The newspaper reports quote Mr Peirce as saying

a. That I have been gossipped about. That is true and amounts to nothing. Every one in Shanghai is gossipped about. There was even a lot of unkind gossip about where Mr Peirce went [illegible] in Shanghai and whom he met.

b. That I issued passports wrongfully. The Consul General in Shanghai does not issue passports. Only the Minister at Peking issues passports in China. The only function of a consul in this matter is to forward to the Minister applications of people who claim citizenship and the proofs of citizenship they offer.

c. That I made money out of court business. This is untrue and is only based on the charges

of A. J. Burke (alias A. J. Edward Browne-Burke)
(see Consul Gen Ragsdale's report on Burke),
G. F. Curtis (ask the Washington Chief of Police
about Curtis who was well known in Wash"
in Cleveland's administration) and
M. F. Dzionk (an obscure German broker) +
Burke was suspended from practice by me
for public drunkenness and he left Shanghai
while on bail in a charge of being drunk and
disorderly and of committing an assault in the
barroom of the Central Hotel, Shanghai +
Curtis complains of cases he lost in my Court.
These cases were tried with two Americans
sitting as Assessors, they agreeing with the
judgment. Each case was fully reported at
the time to the State Department + None were
appealed +
~~The case~~ Mr Dzionk complains of, a case which
tried by me but in a Chinese Court by a Chinese
magistrate and Dr Barchet, American Assessor.

These are the witnesses whose statements
are set against the statements of Mr.
Jameson, President American Association, and
Professor Jenks about the Court and the

editorials of Shanghai newspapers about my decisions, &c &c, - all filed in your archives.

The more my court cases are looked into, the better I will be pleased + I have been under American jurisdiction ever since I have been out of office. You will note that no action has been taken against me by these men who talk in the newspapers ten thousand miles away +

And yet with the might of the State Department behind it comes a report which is understood as charging me with malfeasance in office but without showing my reply to that part of the charges which I was permitted to know about +

Is this a square deal ?

I am, Sir,

Your obedient servant

John Goodnow

The Assistant Secretary.

July 10, 190 .

Dear Mr. Carr

I think there is nothing to be done but to answer Goodnow telling him the facts about the publication of Mr. Beirce's report.

R. B.

The Assistant Secretary.

July 2, 190 .

Mr. Carr .

Please let me have a brief report on this.

R. B.

No. 154.

RECEIVED
JUN 29 1906
DEPT. OF STATE

OFFICE CLERK
JUN
30
1906
DEPT. OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

ASSISTANT SECRETARY,
JUN 30 1906

May 18th 1906

SUBJECT: Transfer of prisoner to America.

CONSULAR BUREAU
JUL 6 1906
DEPARTMENT OF STATE

To Atty Genl. July 9. 1906

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to state that on April 11th 1906, we received from the Marshal of the American Consular Court at Tientsin, one C. S. Buttrick, a prisoner sentenced to three years imprisonment for the crime of larceny, and that he is at present an inmate of the Consular Jail attached to this Consulate General.

It is perhaps needless to repeat to the Department that which has been written many times about the American jail at Shanghai, but as a case in point has thus been furnished I beg leave to take the opportunity of prefacing the request I have to make by expressing myself again as forcibly as I can upon the propriety of keeping a prisoner in such a place for three years. The jail is simply a disgrace and is distinctly inhumane. In summer it is unbearably hot; in winter it is cold; there is no adequate ventilation and by reason of its location it is dark. As a matter of fact the jail occupies the old Chinese quarters of the Consulate, which many years ago was a Portuguese club, but which was abandoned for that purpose when the warehouses now surrounding us were built. As a

place

INDEX BUREAU
JUL 10 1906
FILED

place for confinement of prisoners it is ridiculous, for any able bodied man can kick a hole through the wall in a few minutes, and were it not for the fact that Shanghai and the environs offers a very poor refuge for an escaped convict, the method of release mentioned would soon become popular despite the watchman. In addition it may be mentioned that there is absolutely no chance for exercise; the jail structure abuts upon a crowded Chinese quarter which in itself is a menace to the health of a foreigner, offering as it does the possibility of contagious disease and other results not pleasant to contemplate.

For nearly every reason it does not seem wise or humane to keep any one in such a place for a long time, and I therefore ask permission to transfer the prisoner Buttrick to some penitentiary in the United States. To support this request I enclose herewith a statement as to Buttrick's health and as to the jail conditions in general, prepared and signed by Dr. S. A. Ransom, United States Marine Hospital Service.

In event of the Department authorizing the transfer of the prisoner I beg to suggest that he be put in charge of Mr. Charles A. Engelbracht, Marshal of this Consular Court, and that he be allowed the usual expense account for such service. If this is done a substitute for the Marshal can be provided here.

I beg to request as early reply by telegram as I wish the transfer, if it is to be made, to take place before the heat of the summer sets in.

I have the honor to be, Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Enclosure: Dr. Ransom's statement.

Consular Bureau.

MEMORANDUM.

July 5, 1906.

Dear Mr. Wilson:

In view of the statement of Mr. Rodgers, I should think this case might be referred to the Attorney General for his consideration with a view to authorizing the man's transfer to a prison in the United States. This would be in line with the Department's policy in regard to persons sentenced by the consular courts to long terms of imprisonment.

W.W.

Dear Mr Carr,
I quite agree with you.
6.7.06. W.W.
Ask atty Gen for opinion

UNITED STATES PUBLIC HEALTH AND
MARINE-HOSPITAL SERVICE

OFFICE OF MEDICAL OFFICER IN COMMAND

Shanghai, China.

May 19, 1906.

Hon. James L. Rodgers,

American Consul General,

Shanghai, China.

Sir:-

Referring to our conversation regarding one C. S. Butterick, now confined in the Consular Jail at this place, I would most strongly recommend that this man be removed to some more suitable quarters to serve out the balance of his sentence, as the present jail is in no way fit for the incarceration of long time prisoners.

In this connection I would like to reiterate statements made on this subject during Mr. John Goodnow's term of office, viz., that while the Consular Jail may be used without very serious detriment to the health of short time prisoners, say those committed for not more than thirty days, it is totally unfit for those having a longer time to serve.

The ventilation of the jail is very poor, it being surrounded on all sides by high buildings, and there is absolutely no provision for any exercise or the employment of the inmates. Men confined for a longer time than specified, especially where the sentence runs into years, under these conditions, would in my opinion be physical, and probably mental wrecks when discharged.

Very Respectfully,

A. A. Surg. P.H. & M.H.S. Consular Phys.

United States Public Health and
Marine-Hospital Service,

Office of Medical Officer in Command.

Shanghai, China.

May 19, 1906.

Sir:-

Referring to our conversation regarding one C. S. Butterick, now confined in the Consular Jail at this place, I would most strongly recommend that this man be removed to some more suitable quarters to serve out the balance of his sentence, as the present jail is in no way fit for the incarceration of long time prisoners.

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The ventilation of the jail is very poor, it being surrounded on all sides by high buildings, and there is absolutely no provision for any exercise or the employment of the inmates. Men confined for a longer time than specified, especially where the sentence runs into years, under these conditions, would in my opinion be physical, and probably mental wrecks when discharged.

Very Respectfully,

Surgeon.

SUBJECT:

No. of Inclosures.

No. 155.

CHIEF CLERK
JUN
30
1906
DEPT. of STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 18th 1906. 190

SUBJECT: Confirmation of telegrams as to China's foreign trade and American share thereof.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's telegram of the 16th May reading as follows:

"American Consul,
Shanghai.
Cable total value merchandise imported also exported by China calendar year 1905; also share from and to United States.
Bacon, Acting."

And to confirm my reply of the 17th May reading:

"Secretary of State,
Washington.
Western Union Telegraphic Code. Last year total net imports 326,383,577. Exports amount (ed) to 166,358,383. Direct from America inclusive Hawaii 56,149,291. Direct to America 19,732,463. Gold dollars. Hongkong American imports and exports are not included.
Rodgers."

In explanation of which I beg to state that the amounts given are those announced by the Imperial Maritime Customs and while they represent less than the true totals there is no means of obtaining a more accurate statement. The importations from and exports to Hong Kong, which are given a separate classification in the Customs reports, contain a large amount of American goods which are transhipped, but

there

there has never been an attempt at apportionment of these values between the various countries. In 1905 the importations from Hong Kong amounted to $108,091, 974.54 gold and the exports to Hong Kong $59,260,419.39 gold.

The Western Union Code was used for reply on account of the economy involved by so doing.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 156.

ASSISTANT SECRETARY, JUN 30 1906

BUREAU OF TRADE RELATIONS RECEIVED JUL 9-1906 Noted DEPARTMENT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 18th 1906. 190

SUBJECT: Trade blockade in Southern Manchuria.

CHIEF CLERK JUN 30 1906 DEPT. OF STATE

Acknd by ltr July 16, 1906.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

CONSULAR BUREAU JUN 1906 DEPARTMENT OF STATE

I have the honor to inform you that Messrs J. S. Patterson and C. W. Wrightson of Fearon, Daniel & Co., New York and Shanghai, Mr. H. De Gray, Manager of The China and Japan Trading Co., an American corporation, and Mr. L. Midwood, of Ward, Probst & Co., an English hong, have as a committee of the Shanghai business men gone to Newchwang for the purpose of investigating conditions as to the blockade of Shanghai cargo there, and of reporting upon the probabilities of trade in general in Southern Manchuria. After a good deal of effort they succeeded in getting the sanction of the Japanese authorities to proceed to Mukden. The findings of these gentlemen, especially as to the outlook for the piece goods trade, will be awaited here with the utmost interest by the business men, Chinese as well as foreign, since the general condition here is now one of very serious menace not only in a financial way but also as to future trade. How serious the present stagnation is can be seen by the number of northern cargo carrying ships now tied up in Shanghai,

with

with no prospect of being utilized for some time to come. The demoralizing effect of all this has extended to many interests and while many assert that the condition should have been expected owing to the pressure of recent years, all admit that it will take a long time to recover from it. In the meanwhile as far as northern cargo is concerned the stocks are increasing and the take off is very small.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 157.

CONSULAR BUREAU
JUN 30 1906
DEPARTMENT of STATE

CHIEF CLERK
JUN 30 1906
DEPT. of STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 21st 1906

Recd. & duly forwarded to Bureau of Labor, with enclosures, June 29 1906

SUBJECT: Transfer of S. S. "Montara".

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

Sir:-

I have the honor to inform the Department that Mr. Robert Dollar of San Francisco, Cal., owner of the S. S. "Montara" of New York, has sold the said steamer "Montara" to his son R. Stanley Dollar, also of San Francisco, Cal. I enclose herewith a copy of the bill of sale and certificate of ownership of the said steamer.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures:

Copy of Bill of Sale.

Copy of certificate of ownership.

RECEIVED
CONSULAR BUREAU
JUL 2 1906
DEPARTMENT of STATE

No. 158.

RECEIVED JUN 29 1906 DEPT OF STATE

CHIEF CLERK JUN 30 1906 DEPT. OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 21st 1906

SUBJECT: Marriage certificate to Henry Marco and Agnes Schwartz.

Ordered by Secretary June 3, 1906

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

Referring to my No. 28 of August 4th 1905, relative to one Henry Marco, to whom a certificate of marriage was issued by this office on April 16th 1905, I now have the honor to state that it has since been ascertained that Henry Marco went to the United States as an infant and became an American citizen when he reached majority. He holds a passport #165 issued by the American Legation at Peking on December 27th 1905.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

INDEX BUREAU JUL 5 1906 FILED

No. 159.

RECEIVED JUN 29 '06 DEPT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

CHIEF CLERK JUN 30 1906 DEPT. OF STATE

May 21st 1906

SUBJECT: Alleged imposition upon the former American Consul General at Shanghai by one Kwong Bow King.

Acknowledged from Sec. to Cable Jun 3. 1906

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's instruction #37 of March 8th 1906, with enclosure, in regard to an imposition upon my predecessor by a Chinese named Kwong Bow King, in his efforts to secure a certificate to enable him to enter the United States. Every effort has been made but failed to find any record of his having obtained a Chinese certificate from this office. I note in the enclosure that the impostor secured the certificate from the Hankow Taot'ai; it might be probable that it was visaed by our Consul at Hankow.

INDEX BUREAU JUN 5 1906 FILED

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

CONSULAR BUREAU
JUN
30
1906
DEPARTMENT OF STATE

No. #

RECD
JUN 29 '06
DEPT. OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 22nd 1906

Received by Post July 2. 1906.

CHIEF CLERK
JUN
30
1906
DEPT. of STATE

SUBJECT: Court Reports.

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

Sir:-

I have the honor to forward reports in duplicate of the Consular Court proceedings in the following cases:

Mill Stores and General Trading Co.
v.
New York Export & Import Co.

Police v. William Wilson.

" v. Marie Kenneth.

I have the honor to be,
Sir,
Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: 3 Court reports.

RECEIVED
JUL 5 1906
DEPT. OF STATE

U.S. CONSULAR COURT.

Shanghai, 18th April.
Before the Hon. JAMES L. RODGERS,
Consul General.

MILL STORES AND GENERAL TRADING CO. V. NEW YORK IMPORT AND EXPORT CO.

Mr. J. Hays, of the office of Mr. Francis Ellis, appeared for the plaintiffs while Mr. E. H. Lamme represented the defendants.

The following are the pleadings in the case :—

PETITION.

The humble petition of the Mill Stores and General Trading Company the above named plaintiffs to this Honourable Court sheweth :—

1.—The plaintiffs are a British Company carrying on business at No. 56 Szechuen Road Shanghai in the Empire of China and elsewhere as Importers and Commission Agents and for the purposes of this suit submit to the jurisdiction of this Honourable Court.

2.—The defendants are an America Company carrying on business at No. 31a, Szechuen Road Shanghai aforesaid as Export and Import Merchants and Manufacturers' Agents having their head office situate at No. 133, 135 and 137 Front Street in the City of New York in the United States of America.

3.—On the 30th day of November 1905 the defendants agreed to sell to the plaintiffs and the plaintiffs agreed to purchase from the defendants 50 cases No. 24 B. W. guage Galvanized Iron Roofing at $3.80 per picul, 200 cases No. 26 B. W. guage Galvanized Iron Roofing at $4.50 per picul and 50 cases No. 28 B. W. guage Galvanized Iron Roofing at $5.20 per picul to be shipped "at once" and the plaintiffs paid to the defendants on the 30th day of November 1905 aforesaid the sum of Tls. 1900 S.S. as and by way of a deposit or bargain money in respect of the said contract. The plaintiffs crave leave to refer to the contract note at the trial of this suit.

4.—The defendants have failed to deliver to the plaintiffs any of the said galvanised iron roofing in accordance with the terms of said contract, and, by reason of such breach of contract by the defendants, the plaintiffs have been deprived of the profits, which should have accrued to them from the delivery of the same in accordance with the terms of the said contract. The plaintiffs have therefore suffered damage to the extent of Tls. 1155.51 S.S.

The plaintiffs therefore pray this Honourable Court :—

1.—That the defendants may be ordered to forthwith pay to the plaintiffs the sum of Tls. 1155.51 S.S. and to refund to the plaintiffs the said sum of Tls. 1900 S.S.

2.—That the defendants may be ordered to pay the costs of this suit.

3.—That the plaintiffs may have such further or other relief as to this Honourable Court may seem meet.

ANSWER.

Comes now the defendant in the above entitled cause and for answer to plaintiff's petition says :—

1.—It admits the allegations of paragraphs one and two.

2.—It denies all of paragraph three, except that the plaintiff did deposit with the defendant the sum of taels nineteen hundred.

3.—It denies each and every of the allegations of paragraph four.

4.—And this defendant further answering says :—That on or about the 30th day of November, 1905, the plaintiff employed the defendant as its agent to purchase the goods and merchandise mentioned in the petition upon the usual and customary commissions which agreement and employment was in writing which said written agreement contained the only contract made by and between the parties with reference to the said goods and the shipping and delivery of the same.

5.—That the said goods and merchandise were promptly ordered and as this defendant is informed and believes, were shipped from New York on or about the 3rd of February, 1906, which shipment was within a reasonable time after the said order and was prompt dispatch in accordance with custom and usage and said goods in due course of transportation should arrive in Shanghai during the month of April, 1906.

6.—And this defendant denies that it ever agreed to deliver or order said goods "at once" or at all, as alleged in the petition other than is provided in the written agreement between the parties hereto, but on the contrary, defendant avers the fact to be, that it has performed and kept its said agreement in every particular and denies that the plaintiff has been injured or damaged by any act of the defendant.

Therefore, defendant prays that the said petition be dismissed and it have judgment for its costs, and for all proper relief.

After a short discussion it was decided to proceed with the case without assessors.

Mr. Hays addressed the Court at some length in regard to the contract. Owing to a misunderstanding with a home firm the plaintiffs' order for the iron was cancelled. An effort was made to get the goods elsewhere and the plaintiff tried to do so by entering into a contract with the defendant company. This suited Eng Yue Tai. It was stipulated

that the goods should be ordered from America by telegraph and shipped by the first available steamer and delivered in Shanghai in eight weeks. This left a very narrow margin between the ordering and delivery of the goods. There was now a doubt as to whether the iron had ever been ordered by telegraph. It was expressly stated in the letter of the 24th November that the goods should be telegraphed for. They might have been shipped, but they had not arrived. Eng Yue-tai got tired of waiting and cancelled his contract with the plaintiff, who had already paid the defendants the sum of 1900 taels as bargain money in addition to buying a draft from the Hongkong and Shanghai Bank for $5,000 gold, and other expenses.

Mr. Lamme offered numerous objections and objected to testimony been taken.

His Honour said the objections would be overruled and the objections noted. He wished to hear all the evidence and see the documents in the case.

H. Forrester, sworn, said he was a commission agent trading under the style of the Central Mill Stores and General Trading Co. He had an agency at Manchester. He entered into a contract with Eng Tue Tai for 300 cases of galvanised iron (contract produced).

Mr. Lamme objected to the contract being offered as evidence and cited authorites in support of his contention.

His Honour said the contract would by accepted.

Witness (continuing) said four or five days after the contract was made he received a letter from home saying the order for the iron had been cancelled, so he had sold goods which he did not possess. Later on he met Mr. Boone of the defendant company and showed him the contract and asked him if he could fill it and he said yes. Witness was trying to settle with Eng Yue Tai by buying the iron in the open market. He wrote a letter to the defendants on the 24th November and eventually entered into a contract with them through Mr. Boone. Mr. Boone said if a cable was sent at once the goods could be shipped and catch the first steamer. If that was missed they would be able to ship by the second or third steamer which would fetch the goods here about the first week in February. Witness got Eng Yue Tai to agree to this and 1900 taels bargain money was paid to the defendants and later on witness bought a bank draft for $5,000 gold to show that the business was on a firm footing. The deposit paid included 2½ per cent commission. He had never done business before with an American firm. Witness simply asked them to carry out the contract which he was unable to fill himself. The goods had not yet arrived. He telephoned to the defendants but he received no satisfaction. At last he wrote to them and demanded a reply. He received a reply from Mr. Boone, and from its contents witness was satisfied that the order had not been cabled. He then telephoned to Mr. Boone and acccused him of breach of faith. Boone said he had cabled and that it was an expensive one as the iron required was of a different size from what they dealt in and a different code was used. Witness went to the office on the 4th December and asked to see a copy of the cable and was shown a message of four words. It was distinctly understood that the iron was to be telegraphed for and shipped by the first available steamer. After he saw the copy of the cable he was satisfied that it was only a bluff. Eng Yue Tai had cancelled his contract and was holding witness responsible for the loss. Witness met Mr. Virgil on the street one day and spoke about the matter and was abused and told not to try any bulldozing.

Mr. Lamme cross examined the witness at great length.

Eng Yue Tai, called, said he was a metal merchant. On the 7th November he made a contract with Mr. Forrester for 300 cases of galvanized iron roofing. He had not yet received the goods and he had lost 1,134 taels in consequence. He expected to make this as a profit. He ordered the iron for a certain date and it did not arrive. He had sold all his stock to be delivered on a certain date and when he was not able to do so he had to pay 1134 taels to the purchaser. He could prove this by witnesses. He sold the iron at taels 7.75 per picul. He was to have paid Mr. Forrester taels 6.85 per picul. The other man came down on witness for the loss. He claimed 2½ mace per catty. He had not paid the amount yet. The iron was cheaper in December than in January or February. It was now worth taels 8 per picul.

His Honour said the witness appeared to be making several different statements and other evidence would have to be offered to show that his statements were correct.

C. S. Virgil, sworn, said he was the manager of the defendant firm. He recognised the contract produced. The memo attached to it had nothing to do with the contract inself. The contract was signed by the party ordering the goods. He very rarely made a time contract, if one was made it was distinctly mentioned. The goods were ordered by cable on the 2nd December. It was four code words. (Translation read.) The goods were ordered from the U. S. steel corporation. It would take at least two months to ship the order. The goods were shipped early in February. That was quicker than the ordinary shipments. It usually took four or five months as the the works could not supply the demand in the United States. Witness had had a couple of conversations with Mr. Forrester over the telephone and also in his office about the iron. He never said the goods would be here on a certain date. Mr. Forrester showed witness the contract with Eng Yue Tai and witness told him he had nothing to do with the time. Mr. Forrester then said that he would have to make some arrangement with Eng Yue Tai. Some times the time limit was extended.

His Honour said he would have to have a translation of the message sent at the next hearing.

Mr. Hays cross examined the witness at some length after which the Court adjourned till 10 a.m. on the 19th inst.

Shanghai, 19th April.
Before the Hon. JAMES L. RODGERS,
Consul General.

MILL STORES AND GENERAL TRADING CO. V. NEW YORK IMPORT AND EXPORT CO.

Mr J. Hays, of the office of Mr. Francis Ellis, appeared for the plaintiffs while Mr. E. H. Lamme represented the defendants.

This was the resumed hearing of the above case adjourned from the 18th inst.

C. S. Virgil, recalled, said. There were not over two ships a month leaving New York for the East. They did not leave at any stated time. They called at ports en route and took about eight weeks. A ship arrived here yesterday which left New York on the 27th January. He had received letters from the U. S. Steel Corporation dated December, February and March in regard to the order now in dispute. (Letters read in which it was stated that owing to the boom in the steel industry there would be some delay in the shipment.) A ship might leave New York and arrive here after another vessel which had sailed earlier or later. The shippers had no say in the matter of the route taken. It would be impossible to get shipments here within sixty days.

By Mr. Hays—He received no cargo by the Indrasamba. He could not say whether it took longer for one class of material than an other.

H,S. Boone sworn, said he was employed at the defendant firm. Last November he was acting manager. He knew Mr. Forrester. He met him a couple of months before the present transaction took place. He recognised the contract produced. He told Mr. Forrester that the utmost diligence would be used and the goods got out as soon as possible. He had never seen the Chinese contract before yesterday when it was produced in Court. He did not give any stated time. When Mr. Forrester said he wanted the iron quick, witness told him that he had better cable the order. Witness sent a cablegram on the 2nd December. Later on defendent came to the office about the bargain money and witness showed him the copy of the cable. He did not ask to see the translation. There was no discussion about the matter. According to present circumstances it would take at least sixty days for the shipment to be made. Witness when he took the order said absolutely nothing about the goods being shipped by the first steamer. The words "at once" on the agreement had nothing whatever to do with the contract. The words were simply there as showing what was meant to the Head office at New York.

Witness was cross examined by Mr. Hays.

The Court at this stage took a short recess in order to receive H. E. Chen Kwei Lung, Governor of Kiangsu Province.

On the Court resuming:

Cross examination was continued and witness said there was a typographical error in the copy. Each of the cases of 28. B. W. Guage was to contain thirty eight sheets. The cable was despatched on receipt of the bargain money. He called at Mr. Forrester's office and he was out Witness recognised the chit produced as one that he wrote. The cabegram was sent on the 2nd December, and Mr. Forrester called at the office on the 4th. Taels 1999 was paid on the 30th November. Witness was alone at the office at the time and it took some time to work out the code. He was not here on the 13th December. Mr. Virgil was here. The first he knew of Eng Yue Tai's contract was when it was spoken about in Court yesterday. He had never seen the letters produced.

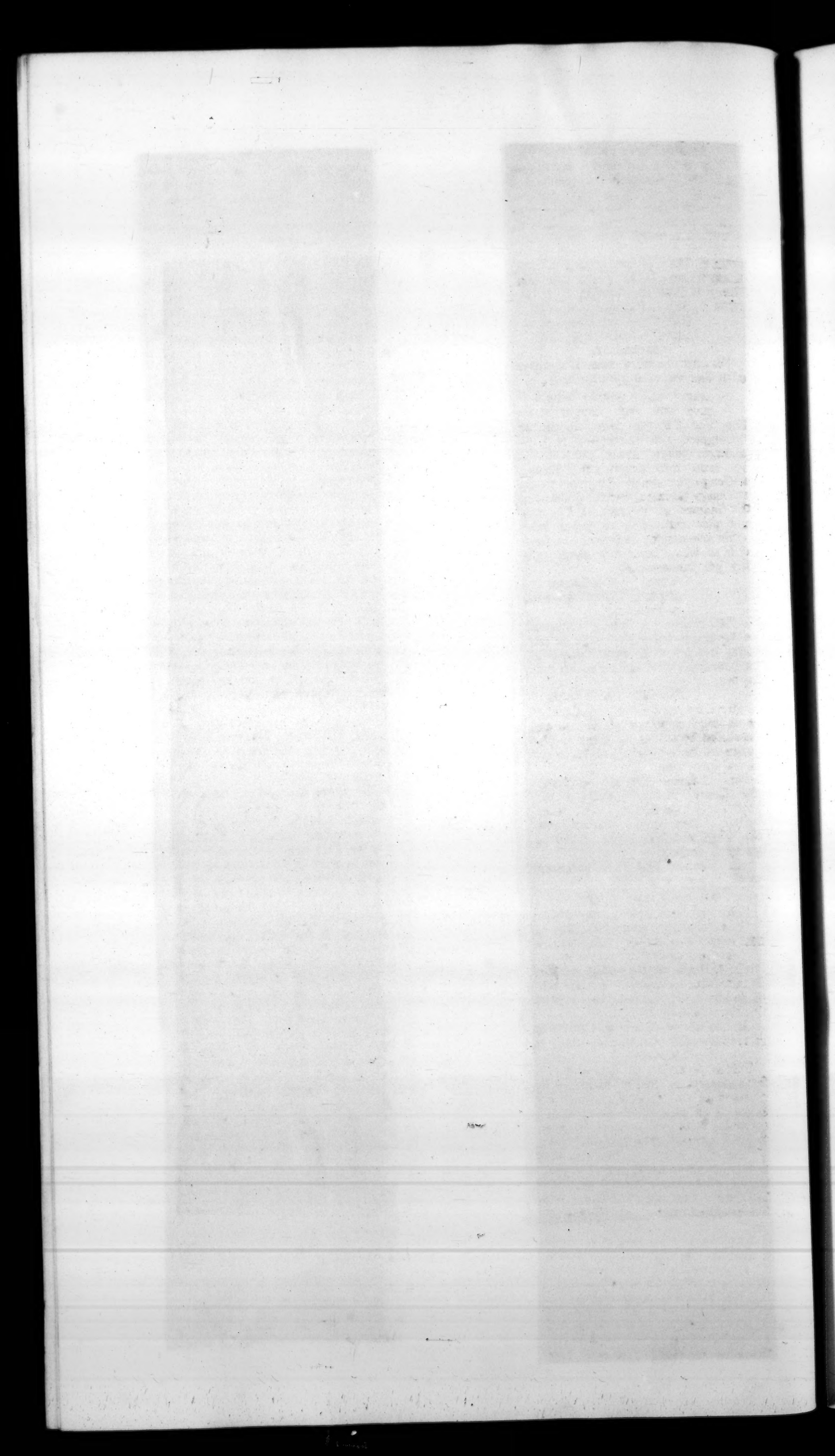
By Mr. Lamme—Mr. Forrester said he wanted to get the goods as soon as possible and witness suggested that a cable should be sent. It usually took about four months for goods to arrive.

By the Court. He had never beenin the iron business except in their own office. He knew the orders were sent to the steel company, but he did not know atwh at factory the order was filled. He did not remember making any stated time for delivery. He would not have taken the contract to deliver the goods within eight weeks.

H. Forrester, recalled, by the Court repeated the conversation he held with Mr. Boone about the departure of steamers from New York, as reported yesterday. The Chinese contract was shown to Mr. Boone. The conversation took place in the presence of his lady typewriter who heard the contract read and the number of steamers leaving New York and the date of arrival which was now denied by the defendants.

C.S. Virgil, recalled, denied in the main the statements made by the last witness.

The following translation of the Chinese contract made by Eng Yue Tai with Yue Loong for the purchase of iron roofing etc., on arrival were handed into Court as evidence.



TRANSLATION OF SALE NOTE.

I have this day sold to Yue Loong 300 cases Galvanised Corrugated Iron Roofing, 7' × 3' average weight, about 420 catties per case total weight 1,260 piculs, 24 Gauge 50 cases 26 Gauge 200 cases 28 Gauge 50 cases including delivery Ex Godown at the rate of Tls. 7.75 per picul net. Due to arrive here within one month. Delivery 10 days after arrival dated 12 moon 15 day (9 January 1906)

(Chop) ENG YUE TAI.
(Signed) ENG ZING SAN.

ENDORSEMENT.

Contract cancelled claim at the rate of 25 tael cents per picul for loss.

TRANSLATION OF BOUGHT NOTE.

I have this day bought from Eug Yue Tai 300 cases Galvanized Corrugated Iron Roofing—7' × 3':—average weight about 420 catties per case, total weight 1260 piculs: 24 Guage 50 cases, 26 Guage 200 cases, 28 Guage 50 cases, including delivery Ex Godown at the rate of Tls. 7.75 per picul cut: Due to arrive here within one month. Delivery: 10 days after arrival. Dated 12th moon 15th day (9th January 1906)

(Chop) YUE LOONG.
(Signed) WOO MEN-SING.

ENDORSEMENT.

This contract is hereby cancelled owing to non-delivery of cargo on due date, loss on profit at the rate of 25 tael cents per picul agreed to be paid by me.

(Signed) ENG YUE-TAI.

Mr. Hays addressed the Court at some length in support of his case and concluded by asking the Court to give judgment for his client and the return of the 1900 taels.

Mr. Lamme them addressed the Court. He said that if Mr. Forrester's statement was found by the Court to be correct, both Mr. Virgil and Mr. Boone would be guilty of perjury.

His Honour said that judgment would be reserved.

Shanghai, 25th April.

Before the Hon. JAMES L. RODGERS, Consul-General, acting Judicially.

MILL STORES AND GENERAL TRADING CO. V. NEW YORK IMPORT AND EXPORT CO.

Mr. J. Hays. of the office of Mr. Francis Ellis, appeared for the plaintiffs while Mr. E. H. Lamme represented the defendants.

At the above Court this morning His Honour delivered the following:—

JUDGMENT.

This is an action for damages and for recovery of money advanced in payment of certain goods under contract. The plaintiff claims that an order for a certain amount of corrugated iron was given the agent of the defendant upon the understanding that delivery of the material could be made within a specified time, and that the words "at once" appearing on the contract were interpreted to mean immediate delivery. The defendant's agent who made the contract, denies that there was any understanding as to time of delivery other than that expressed by the verbal assurance that the goods were to go forward "as soon as possible"; that words "at once" were simply for the use of their own and the New York office, and that the order was taken on a commission basis and hence the defendants acted as agents only. Whatever may have been the use and purpose of the words "at once" it is plain that as far as the execution of the contract was concerned they are not to be considered since the cablegram which transmitted the order did not contain them and the New York office was only instructed to ship as soon as possible. It is entirely probable, in view of undisputed facts as to the condition of the iron market in the United States, that the home office would not have undertaken to execute any order which called for immediate shipment. Therefore if there has been any fault it must be attributed to the Shanghai office, where, it is held, there is a direct responsibility. By the facts of evidence as presented and practically unchallenged, it has been shown that whatever may have been the true interpretation of the words "at once" the impression given to the mind of Mr. Forrester for the plaintiff company was that immediate shipment after the receipt of the order by cablegram was promised. If there is any other view to be taken, it can only be said that the omission from the contract of any certain statement as to the time of delivery of the goods was more the fault of the defendant than of the plaintiff. At all events if such an omission is a custom in Shanghai, it is certainly time for amendment not only for the purpose of avoiding such an issue as that of this action, but also to relieve any impression of obtaining order by false representations as to ability to deliver. The matter involves one of the plainest principles of commercial integrity and should not be forgotten.

It may be assumed that the agent of the defendant company thought that he was justified in allowing such an understanding as that undoubtedly held by Mr. Forrester to continue, thinking that by good luck or something akin to it, the delivery could be made in eight weeks, or that a further delay would be easy to explain. The burden of proof is certainly that the chance was taken and that it lost. The goods did not arrive in time to use for the purpose intended; the market for them was gone, and any contract for their acceptance should under all the circumstances be annulled.

The memorandum of sale give by the plaintiff to the Chinese firm of Eng Yue Tai does not in my opinion constitute a contract under which there can be a recovery even if satisfactory proof of damage had been shown, which was not the case.

The plaintiff's claim for damages in the sum of Taels 1134 S.S., will be denied, but the defendant is ordered to pay forthwith to the plaintiff the sum of Taels 1900, with six per cent interest, representing bargain money advanced, and that there shall be an annullment of all obligation on the part of the plaintiff on account of the contract made and entered into with the defendant on November 30th 1905. The costs made in this Court will be assessed against the defendant.

Mr. Lamme said he wished to give notice of appeal and would fill any necessary bond.

U.S. CONSULAR COURT.

Shanghai, 18th April.
Before the Hon. JAMES L. RODGERS, Consul General.

MILL STORES AND GENERAL TRADING CO. V. NEW YORK IMPORT AND EXPORT CO.

Mr. J. Hays, of the office of Mr. Francis Ellis, appeared for the plaintiffs while Mr. E. H. Lamme represented the defendants.

The following are the pleadings in the case :—

PETITION.

The humble petition of the Mill Stores and General Trading Company the above named plaintiffs to this Honourable Court sheweth :—

1.—The plaintiffs are a British Company carrying on business at No. 56 Szechuen Road Shanghai in the Empire of China and elsewhere as Importers and Commission Agents and for the purposes of this suit submit to the jurisdiction of this Honourable Court.

2.—The defendants are an America Company carrying on business at No. 31a, Szechuen Road Shanghai aforesaid as Export and Import Merchants and Manufacturers' Agents having their head office situate at No. 133, 135 and 137 Front Street in the City of New York in the United States of America.

3.—On the 30th day of November 1905 the defendants agreed to sell to the plaintiffs and the plaintiffs agreed to purchase from the defendants 50 cases No. 24 B. W. guage Galvanized Iron Roofing at $3.80 per picul, 200 cases No. 26 B. W. guage Galvanized Iron Roofing at $4.50 per picul and 50 cases No. 28 B. W. guage Galvanized Iron Roofing at $5.20 per picul to be shipped "at once" and the plaintiffs paid to the defendants on the 30th day of November 1905 aforesaid the sum of Tls. 1900 S.S. as and by way of a deposit or bargain money in respect of the said contract. The plaintiffs crave leave to refer to the contract note at the trial of this suit.

4.—The defendants have failed to deliver to the plaintiffs any of the said galvanised iron roofing in accordance with the terms of said contract, and, by reason of such breach of contract by the defendants, the plaintiffs have been deprived of the profits, which should have accrued to them from the delivery of the same in accordance with the terms of the said contract. The plaintiffs have therefore suffered damage to the extent of Tls. 1155.51 S.S.

The plaintiffs therefore pray this Honourable Court :—

1.—That the defendants may be ordered to forthwith pay to the plaintiffs the sum of Tls. 1155.51 S.S. and to refund to the plaintiffs the said sum of Tls. 1900 S.S.

2.—That the defendants may be ordered to pay the costs of this suit.

3.—That the plaintiffs may have such further or other relief as to this Honourable Court may seem meet.

ANSWER.

Comes now the defendant in the above entitled cause and for answer to plaintiff's petition says :—

1.—It admits the allegations of paragraphs one and two.

2.—It denies all of paragraph three, except that the plaintiff did deposit with the defendant the sum of taels nineteen hundred.

3.—It denies each and every of the allegations of paragraph four.

4.—And this defendant further answering says :—That on or about the 30th day of November, 1905, the plaintiff employed the defendant as its agent to purchase the goods and merchandise mentioned in the petition upon the usual and customary commissions which agreement and employment was in writing which said written agreement contained the only contract made by and between the parties with reference to the said goods and the shipping and delivery of the same.

5.—That the said goods and merchandise were promptly ordered and as this defendant is informed and believes, were shipped from New York on or about the 3rd of February, 1906, which shipment was within a reasonable time after the said order and was prompt dispatch in accordance with custom and usage and said goods in due course of transportation should arrive in Shanghai during the month of April, 1906.

6.—And this defendant denies that it ever agreed to deliver or order said goods "at once" or at all, as alleged in the petition other than is provided in the written agreement between the parties hereto, but on the contrary, defendant avers the fact to be, that it has performed and kept its said agreement in every particular and denies that the plaintiff has been injured or damaged by any act of the defendant.

Therefore, defendant prays that the said petition be dismissed and it have judgment for its costs, and for all proper relief.

After a short discussion it was decided to proceed with the case without assessors.

Mr. Hays addressed the Court at some length in regard to the contract. Owing to a misunderstanding with a home firm the plaintiffs' order for the iron was cancelled. An effort was made to get the goods elsewhere and the plaintiff tried to do so by entering into a contract with the defendant company. This suited Eng Yue Tai. It was stipulated

that the goods should be ordered from America by telegraph and shipped by the first available steamer and delivered in Shanghai in eight weeks. This left a very narrow margin between the ordering and delivery of the goods. There was now a doubt as to whether the iron had ever been ordered by telegraph. It was expressly stated in the letter of the 24th November that the goods should be telegraphed for. They might have been shipped, but they had not arrived. Eng Yue-tai got tired of waiting and cancelled his contract with the plaintiff, who had already paid the defendants the sum of 1900 taels as bargain money in addition to buying a draft from the Hongkong and Shanghai Bank for $5,000 gold, and other expenses.

Mr Lamme offered numerous objections and objected to testimony been taken.

His Honour said the objections would be overruled and the objections noted. He wished to hear all the evidence and see the documents in the case.

H. Forrester, sworn, said he was a commission agent trading under the style of the Central Mill Stores and General Trading Co. He had an agency at Manchester. He entered into a contract with Eng Tue Tai for 300 cases of galvanised iron (contract produced).

Mr. Lamme objected to the contract being offered as evidence and cited authorites in support of his contention.

His Honour said the contract would by accepted.

Witness (continuing) said four or five days after the contract was made he received a letter from home saying the order for the iron had been cancelled, so he had sold goods which he did not possess. Later on he met Mr. Boone of the defendant company and showed him the contract and asked him if he could fill it and he said yes. Witness was trying to settle with Eng Yue Tai by buying the iron in the open market. He wrote a letter to the defendants on the 24th November and eventually entered into a contract with them through Mr. Boone. Mr. Boone said if a cable was sent at once the goods could be shipped and catch the first steamer. If that was missed they would be able to ship by the second or third steamer which would fetch the goods here about the first week in February. Witness got Eng Yue Tai to agree to this and 1900 taels bargain money was paid to the defendants and later on witness bought a bank draft for $5,000 gold to show that the business was on a firm footing. The deposit paid included 2½ per cent commission. He had never done business before with an American firm. Witness simply asked them to carry out the contract which he was unable to fill himself. The goods had not yet arrived. He telephoned to the defendants but he received no satisfaction. At last he wrote to them and demanded a reply. He received a reply from Mr. Boone, and from its contents witness was satisfied that the order had not been cabled. He then telephoned to Mr. Boone and acccused him of breach of faith. Boone said he had cabled and that it was an expensive one as the iron required was of a different size from what they dealt in and a different code was used. Witness went to the office on the 4th December and asked to see a copy of the cable and was shown a message of four words. It was distinctly understood that the iron was to be telegraphed for and shipped by the first available steamer. After he saw the copy of the cable he was satisfied that it was only a bluff. Eng Yue Tai had cancelled his contract and was holding witness responsible for the loss. Witness met Mr. Virgil on the street one day and spoke about the matter and was abused and told not to try any bulldozing.

Mr. Lamme cross examined the witness at great length.

Eng Yue Tai, called, said he was a metal merchant. On the 7th November he made a contract with Mr. Forrester for 300 cases of galvanized iron roofing. He had not yet received the goods and he had lost 1,134 taels in consequence. He expected to make this as a profit. He ordered the iron for a certain date and it did not arrive. He had sold all his stock to be delivered on a certain date and when he was not able to do so he had to pay 1134 taels to the purchaser. He could prove this by witnesses. He sold the iron at taels 7.75 per picul. He was to have paid Mr. Forrester taels 6.85 per picul. The other man came down on witness for the loss. He claimed 2½ mace per catty. He had not paid the amount yet. The iron was cheaper in December than in January or February. It was now worth taels 8 per picul.

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His Honour said he would have to have a translation of the message sent at the next hearing.

Mr. Hays cross examined the witness at some length after which the Court adjourned till 10 a.m. on the 19th inst.

Shanghai, 19th April.

Before the Hon. JAMES L. RODGERS, Consul General.

MILL STORES AND GENERAL TRADING CO. V. NEW YORK IMPORT AND EXPORT CO.

Mr. J. Hays, of the office of Mr. Francis Ellis, appeared for the plaintiffs while Mr. E. H. Lamme represented the defendants.

This was the resumed hearing of the above case adjourned from the 18th inst.

C. S. Virgil, recalled, said. There were not over two ships a month leaving New York for the East. They did not leave at any stated time. They called at ports en route and took about eight weeks. A ship arrived here yesterday which left New York on the 27th January. He had received letters from the U. S. Steel Corporation dated December, February and March in regard to the order now in dispute. (Letters read in which it was stated that owing to the boom in the steel industry there would be some delay in the shipment.) A ship might leave New York and arrive here after another vessel which had sailed earlier or later. The shippers had no say in the matter of the route taken. It would be impossible to get shipments here within sixty days.

By Mr. Hays—He received no cargo by the Indrasamba. He could not say whether it took longer for one class of material than an other.

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Witness was cross examined by Mr. Hays.

The Court at this stage took a short recess in order to receive H. E. Chen Kwei Lung, Governor of Kiangsu Province.

On the Court resuming:

Cross examination was continued and witness said there was a typographical error in the copy. Each of the cases of 28. B. W. Guage was to contain thirty eight sheets. The cable was despatched on receipt of the bargain money. He called at Mr. Forrester's office and he was out Witness recognised the chit produced as one that he wrote. The cabegram was sent on the 2nd December, and Mr. Forrester called at the office on the 4th. Taels 1999 was paid on the 30th November. Witness was alone at the office at the time and it took some time to work out the code. He was not here on the 13th December. Mr. Virgil was here. The first he knew of Eng Yue Tai's contract was when it was spoken about in Court yesterday. He had never seen the letters produced.

By Mr. Lamme—Mr. Forrester said he wanted to get the goods as soon as possible and witness suggested that a cable should be sent. It usually took about four months for goods to arrive.

By the Court. He had never beenin the iron business except in their own office. He knew the orders were sent to the steel company, but he did not know atwh at factory the order was filled. He did not remember making any stated time for delivery. He would not have taken the contract to deliver the goods within eight weeks.

H. Forrester, recalled, by the Court repeated the conversation he held with Mr. Boone about the departure of steamers from New York, as reported yesterday. The Chinese contract was shown to Mr. Boone. The conversation took place in the presence of his lady typewriter who heard the contract read and the number of steamers leaving New York and the date of arrival which was now denied by the defendants.

C.S. Virgil, recalled, denied in the main the statements made by the last witness.

The following translation of the Chinese contract made by Eng Yue Tai with Yue Loong for the purchase of iron roofing etc., on arrival were handed into Court as evidence.

TRANSLATION OF SALE NOTE.

I have this day sold to Yue Loong 300 cases Galvanised Corrugated Iron Roofing, 7' × 3' average weight, about 420 catties per case total weight 1,260 piculs, 24 Gauge 50 cases 26 Gauge 200 cases 28 Gauge 50 cases including delivery Ex Godown at the rate of Tls. 7.75 per picul net. Due to arrive here within one month. Delivery 10 days after arrival dated 12 moon 15 day (9 January 1906)

(Chop) Eng Yue Tai.
(Signed) Eng Zing San.

ENDORSEMENT.

Contract cancelled claim at the rate of 25 tael cents per picul for loss.

TRANSLATION OF BOUGHT NOTE.

I have this day bought from Eug Yue Tai 300 cases Galvanized Corrugated Iron Roofing—7' × 3':—average weight about 420 catties per case, total weight 1260 piculs: 24 Guage 50 cases, 26 Guage 200 cases, 28 Guage 50 cases, including delivery Ex Godown at the rate of Tls. 7.75 per picul cut: Due to arrive here within one month. Delivery: 10 days after arrival. Dated 12th moon 15th day (9th January 1906)

(Chop) Yue Loong.
(Signed) Woo Men-sing.

ENDORSEMENT.

This contract is hereby cancelled owing to non-delivery of cargo on due date, loss on profit at the rate of 25 tael cents per picul agreed to be paid by me.

(Signed) Eng Yue-tai.

Mr. Hays addressed the Court at some length in support of his case and concluded by asking the Court to give judgment for his client and the return of the 1900 taels.

Mr. Lamme them addressed the Court. He said that if Mr. Forrester's statement was found by the Court to be correct, both Mr. Virgil and Mr. Boone would be guilty of perjury.

His Honour said that judgment would be reserved.

Shanghai, 25th April.

Before the Hon. James L. Rodgers, Consul-General, acting Judicially.

MIL. STORES AND GENERAL TRADING CO. v. NEW YORK IMPORT AND EXPORT CO.

Mr. J. Hays. of the office of Mr. Francis Ellis, appeared for the plaintiffs while Mr. E. H. Lamme represented the defendants.

At the above Court this morning His Honour delivered the following:—

JUDGMENT.

This is an action for damages and for recovery of money advanced in payment of certain goods under contract. The plaintiff claims that an order for a certain amount of corrugated iron was given the agent of the defendant upon the understanding that delivery of the material could be made within a specified time, and that the words "at once" appearing on the contract were interpreted to mean immediate delivery. The defendant's agent who made the contract, denies that there was any understanding as to time of delivery other than that expressed by the verbal assurance that the goods were to go forward "as soon as possible"; that words "at once" were simply for the use of their own and the New York office, and that the order was taken on a commission basis and hence the defendants acted as agents only. Whatever may have been the use and purpose of the words "at once" it is plain that as far as the execution of the contract was concerned they are not to be considered since the cablegram which transmitted the order did not contain them and the New York office was only instructed to ship as soon as possible. It is entirely probable, in view of undisputed facts as to the condition of the iron market in the United States, that the home office would not have undertaken to execute any order which called for immediate shipment. Therefore if there has been any fault it must be attributed to the Shanghai office, where, it is held, there is a direct responsibility. By the facts of evidence as presented and practically unchallenged, it has been shown that whatever may have been the true interpretation of the words "at once" the impression given to the mind of Mr. Forrester for the plaintiff company was that immediate shipment after the receipt of the order by cablegram was promised. If there is any other view to be taken, it can only be said that the omission from the contract of any certain statement as to the time of delivery of the goods was more the fault of the defendant than of the plaintiff. At all events if such an omission is a custom in Shanghai, it is certainly time for amendment not only for the purpose of avoiding such an issue as that of this action, but also to relieve any impression of obtaining order by false representations as to ability to deliver. The matter involves one of the plainest principles of commercial integrity and should not be forgotten.

It may be assumed that the agent of the defendant company thought that he was justified in allowing such an understanding as that undoubtedly held by Mr. Forrester to continue, thinking that by good luck or something akin to it, the delivery could be made in eight weeks, or that a further delay would be easy to explain. The burden of proof is certainly that the chance was taken and that it lost. The goods did not arrive in time to use for the purpose intended; the market for them was gone, and any contract for their acceptance should under all the circumstances be annulled.

The memorandum of sale give by the plaintiff to the Chinese firm of Eng Yue Tai does not in my opinion constitute a contract under which there can be a recovery even if satisfactory proof of damage had been shown, which was not the case.

The plaintiff's claim for damages in the sum of Taels 1134 S.S., will be denied, but the defendant is ordered to pay forthwith to the plaintiff the sum of Taels 1900, with six per cent interest, representing bargain money advanced, and that there shall be an annullment of all obligation on the part of the plaintiff on account of the contract made and entered into with the defendant on November 30th 1905. The costs made in this Court will be assessed against the defendant.

Mr. Lamme said he wished to give notice of appeal and would fill any necessary bond.

AMERICAN CONSULAR COURT.

Shanghai, 28th April.

Before the Hon. James L. Rodgers, Consul General.

WANTED A HOME.

William Wilson, unemployed, of no fixed abode, was charged with having stolen a bicycle, valued at $30, from No. 367 Nanking Road on the 19th inst. the property of Ah Sung Yee.

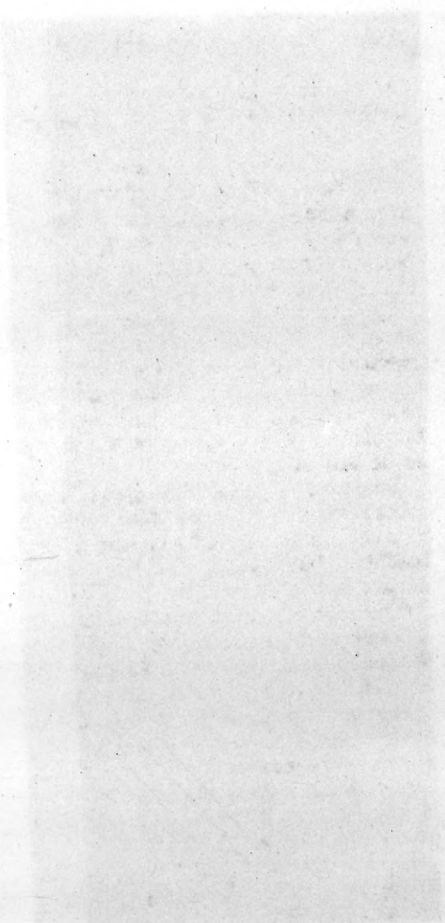
Sergeant Merrison prosecuted and stated the nature of the charge. The accused was given in charge last night by the shop keeper. The man after being arrested said he had hired the bicycle for the purpose of stealing it as he had no money.

Detective Cruickshank gave corroborative evidence and said he went to a shop in the Broadway where the machine had been sold for seven dollars, and recovered it.

The complainant stated how the accused came to the shop and hired the machine at the rate of $2 per day and went away and never returned.

Accused in answer to the Court gave a long history of his life and travels in the Far East since he left his happy home in Pittsburg. He had only been in Shanghai twelve days and was broke and wanted a home.

His Honour said accused would be sentenced to thirty days' imprisonment and an effort made to ship him away.



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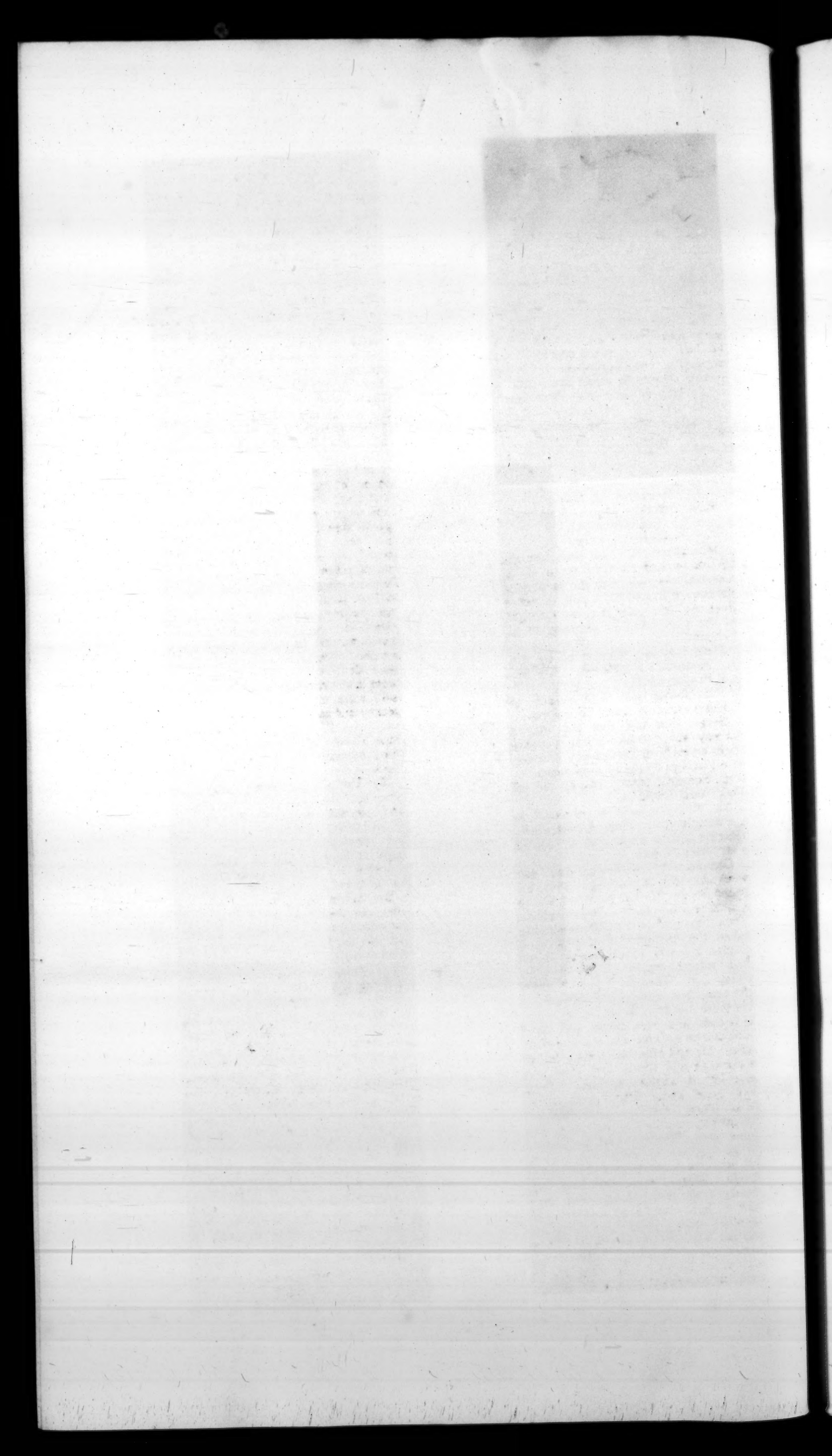

April 28. 1906.

ALLEGED LARCENY.

Miss Marie Kenneth was charged on a U. S. Consular warrant with the larceny of the sum of $1,000.80, a pair of sleeve links and one gold stud on the night of the 25th inst, the property of C. Schmidt.

Accused, in answer to His Honour, said she had no attorney to represent her. She had no money to engage one. She understood the seriousness of the charge and would like to have an attorney.

The Clerk of the Court said he had seen an attorney about the matter, and he had said he would represent the accused if the Court desired, but for private reasons he would rather not.

His Honour said that the accused would have to be represented by Counsel; so under the circumstances the case would be adjourned till Tuesday, the accused to be kept in custody at the Consular gaol.

Shanghai, 1st May.
Before the Hon. JAMES L. RODGERS, Consul-General.

ALLEGED LARCENY.

Miss Marie Kenneth was brought up on remand charged on a U. S. Consular warrant with the larceny of the sum of $1,000.80, a pair of sleeve links and one gold stud on the night of the 25th inst., the property of C. Schmidt.

Defendant was represented by Mr. L. Andrews of Messrs. Andrews and Brooks.

His Honour said with consent of Counsel assessors would be waived.

Sergt. Eek said that the alleged larceny was committed last Tuesday night or early on Wednesday morning in a carriage on the Sicawei Road.

C. Schmidt, sworn, said he did not understand English.

Mr. Andrews said he objected to the complainant giving his evidence in German unless there was an official interpreter present.

Complainant, continuing, said last week he took a carriage with his friend Broun. He had plenty of money and they went to the Bristol Hotel. Then they went to the Alhambra and asked the manager of the place to change a 1,000 rouble note. Broun said witness would be stupid if he changed it. Witness did not change the note, but went to the Alhambra. He there met Miss Marie and a couple of friends and had dinner and some wine and he paid for it with a 25 rouble note. He and Miss Marie then left in a carriage and Broun and some one else left in another cariage. They had gone about fifty yards when Miss Marie took a purse out of his pocket, tearing his pocket at the same time. She then told the mafoo to go back to the Alhambra. They all went back there and had some drinks. Witness demanded back his money from Miss Marie and they had a fight and blood came from witness's nose. He did not see what she did with the money. They had been drinking champage, beer, whisky and soda, and also tea. Miss Marie took the carriage and went away. Witness went to the Alcazar to look for her, but could not find her. He then went to No 14 Soochow Road and waited for her but she did not show up. Miss Marie had also taken a small golden stud from his shirt and said she would give him another one.

By Mr. Andrews: I am in business for myself. I have my office in Peterson's office. I received no salary there. I told L. Ladow that I received $250 per month. I made that much commission every month. I signed $106 worth of chits at the Alcazar the night I met Miss Marie. I had $1,200 in my pocket, which I had received on Saturday from the steamer Terek. I was at No. 14 on Sunday and had one bottle of wine. I slept at home that night. On Monday night I had 108 roubles in my vest pocket. I also had a 1,000 rouble note in my pocket book. This was about seven o'clock. I met Marie, Broun and another man. I paid for the wine and supper out of the pocket book. I gave Miss Marie 25 roubles. I was not drunk then. I don't know what time I got drunk. I knew what was taking place up till a late hour. Ladow told me not to sign any more chits. I did not pay all cash as the money did not belong to me. It belonged to other firms who had to be paid for goods which I had sold on commission. I signed chits at the Alhambra. I only paid there once. Miss Marie and I were in the carriage together and she only made one attempt to get the money and that was when she tore my coat. I did not ask any one to arrest Miss Marie. Mr. Pavlow and others tried to assist me to get my money back.

By Det. Sergt. Eek: The coat produced was torn by Miss Marie and then she took the money. The stud produced belonged to me and was taken the same night as the money. I am about 5 feet 7 inches in height and I weigh about 120 pounds.

Det. Sergt. Young, sworn, said that after the first hearing of the arrest defendant produced a small stud which she said had been handed to her at the Alhambra.

L. Ladow, sworn, said he remembered seeing the parties in the case at the Alcazar. They were at a table drinking whisky and soda. He saw them later on at dinner. Later on he saw them having wine and he went to find who was signing the chits. The man was a little full. The girl was drunk. They were dancing and annoying the other guests and witness was glad when they went away. They came back and had more wine and Schmidt paid for it with a 25 rouble note and when he got the change he pushed it down the girl's neck. She pulled it out and put it on the bar and called for another bottle of wine. They went away and later on she came back alone. She had the usual appearance of a drunken woman.

W. Hannah, sworn, said he knew the parties in the Court. He saw the party on the night in question. They were all drunk. They had

about twenty pints of wine. Schmidt and the girl were dancing about and having a hilarious time. Schmidt fell on the floor a couple of times and had to be picked up. They went away and she came back about 1 a.m. Schmidt did not come back looking for the girl He had known the girl for about 3½ years. She was then known as Modina. She got married to a young man and they went to Manila, and later on came back to Shanghai and then her husband disappeared.

Marie Kenneth, sworn, said she rememhered meeting Schmidt last week. She had met him a number of times. She was at the Alhambra and Schmidt came and spoke to her. He was a little full. They had dinner and during dinner Schmidt and the others made her waltz and as they danced all one way not knowing how to reverse, it stirred her dinner up and made her intoxicated. She did not see him with a 1,000 rouble note. She tore his coat by trying to get her tin of cigarettes, which he had taken. When she heard that she had touched him for 1,000 roubles she said the man had not had 1,000 roubles. He made an awful noise about the stud and she told him that she would give him another one. He was full and she was full also.

Detective Sergt. Eek said he had made some enquiries about the money among the man's friends but he had not been able to find out anything to connect the loss with the accused.

Mr. Andrews briefly addressed the the Court on behalf of his client.

His Honour said there was no proof of the larceny against the accused. A charge of petty larcency could, however, be preferred against her. She was a girl with a bad reputation and was a disgrace to her sex. The behaviour of all concerned on that evening was disgraceful. In virture of the power vested in the Court she would be sentenced to thirty days' imprisonment for being drunk and disorderly, sentence to be suspended for 48 hours.

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CONSULAR BUREAU
JUN
25
1906
DEPARTMENT of STATE

No. 160.

CHIEF CLERK
JUN
22
1906
DEPT. of STATE

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA.

INDEX BUREAU
JUN 3 1906
FILED

May 25th 1906.

SUBJECT: Shanghai Settlement Limits.

Answered June 29. 1906
To China,
June 30, 1906.

THE HONORABLE Robert Bacon,
ASSISTANT SECRETARY OF STATE,
WASHINGTON, D. C.

SIR:—

I have the honor to forward herewith a copy of a letter I have drafted for transmission by the Senior Consul of the Consular Body of Shanghai to the Dean of the Diplomatic Corps at Peking. This subject of the proposed limitation of the foreign settlement in Shanghai and its environs is one of the most important questions between the foreigners and Chinese, and unless there is some amicable determination in the immediate future, it will furnish the incentive for trouble which will be far reaching. In addition to the information contained in the enclosure, I may add that each day proves the absolute necessity of an extension of the Settlement towards the East - the region which will indicated for freight and cargo traffic when the Whangpoo improvement work is completed. The excessive values of land along the present water front and in the residential district

trict, known as the Western section, enforce the conclusion that the natural growth of Shanghai, which cannot fail to be great, must be in the direction in which the Chinese authorities are now preparing to act. From Shanghai to Woosung is only eight miles or thereabouts by the railroad, and eventually all of the territory between the railroad and the river will be settled by the population needed to transact the coming business of this important port.

It is to be hoped therefore that some mutually satisfactory arrangement can be devised at Peking which will not only avoid the dispute and trouble impending but will also settle for all time such questions affecting the future of Shanghai. A letter similar to this has been forwarded to the American Minister at Peking.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Copy of letter from Senior Consul at Shanghai to Dean of Diplomatic Corps, Peking.

Sir:-

I have the honour on behalf of the Consular Body to invite the attention of yourself and your colleagues of the Diplomatic Corps to a question which seems to be of the greatest moment to all foreign interests in Shanghai and its environs. The matter stated as briefly as possible is as follows:

To the north of Hongkew (the so-called American concession of old) is the district of Paoshan, into which by consent of Liu Kung Ye, late Viceroy of the Liang Kiang provinces, and Yuan, former Taot'ai of Shanghai, as was evidenced by proclamation, foreigners were allowed to extend roads, to build foreign dwellings on lands rented in perpetuity and effect other improvements. These residents along North Honan and North Szechuen roads particularly, being beyond the settlement limit of Range Road, volunteered - Chinese as well as foreigners - to contribute money to the International Municipal Council in lieu of taxes, and in consideration of this policy obtained water, electric light and gas service, and police and fire protection. By request the houses have been numbered, and the district has been treated as though a part of the settlement, without objection on the part of the Chinese. But of late the Chinese authorities have seen fit to protest against this natural extension of the city's growth and have given notice that there shall be no further encroachment

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To His Excellency
C. Baroli,
H. I. M. Minister
and Dean of the Diplomatic Corps,
PEKING.

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under any species of municipal control. Furthermore it is announced that the Pao-shan district lying north of the line of Range road and west of Honan and Szechuen Roads - being the section immediately adjacent to the Shanghai-Woosung-Nanking Railway line and station - is to be created a Chinese municipality and subject only to such jurisdiction as may be imposed by those appointed to govern it. While such procedure, which is entirely similar to that under which the Chinese Bund section adjoining the French Concession on the south was created, may be entirely within the right of the Chinese, we feel it our duty to point out the ultimate effect upon the coming great development of Shanghai. The residential district of which the North Szechuen Road is the main artery, under such limitations as will be prescribed by the Chinese hereafter can extend but little farther than the Rifle Range, and by a simple amplification of the Chinese programme their prospective municipality can block all egress to the north and prevent extension eastward along the north line of the present settlement limits. This would mean that the growth of the city between the water front of the Whangpoo and the Woosung Railway line would be curtailed, and as a final result there would be absolute confinement of the settlement to the present area.

Such a future for the Shanghai of the present is not desired by the responsible Chinese classes who now appreciate the benefit and utility of modern innovations and who are not only content but also eager to reside in sections under foreign control. The increase in population, as is evidenced by the recent census, and by daily current observation, warrants proper extension of the settlement and any restriction will

work

under any species of municipal control. Furthermore it is announced that the Pao-shan district lying north of the line of Hamo road and west of Woosung and Shanghai - Woosung-Nanking Railway line and station - is to be created a Chinese municipality and subject only to such jurisdiction as may be imposed by those appointed to govern it. While such procedure, which is entirely similar to that under which the Chinese Rund section adjoining the Kiangwan Concession on the south was created, may be entirely within the right of the Chinese, we feel it our duty to point out the ultimate effect upon the coming great development of Shanghai. The residential district of which the North Szechuen Road is the main artery, under such limitations as will be prescribed by the Chinese hereafter can extend but little further than the Pitts Range, and by a simple amplification of the Chinese regulations their sovereignty can block all egress to the north and prevent extension eastward along the North line of the present settlement limits. Fate would mean that the growth of the city between the water front of the Whangpoo and the Woosung Railway line would be curtailed, and as a final result there would be absolute confinement of the settlement to the present area.

Such a future for the Shanghai of the present is not desired by the reasonable Chinese citizens who now appreciate the benefit and utility of modern innovations and who are not only content but also eager to realize in sections under foreign control. The increase in population, as is evidenced by the recent census, and by daily current observation, warrants progressive extension of the settlement and any restriction will

work

work a hardship and do irreparable injury which will react upon the interests of all people. The settlement area is already crowded, the values of land have increased enormously and apparently the only outlet for the city's natural and logical growth is toward the north and east - the sections which apparently the Chinese authorities are now determined to close against any species of foreign supervision.

We earnestly urge the consideration of this matter by the Diplomatic Body and hope that some arrangement or understanding can be reached by which Shanghai can be allowed to attain its manifest destiny - that of being a still greater treaty port in which Chinese and foreigners can reside under a system of government mutually satisfactory to those whose best interests are involved.

I have the honour to be,

Your Excellency's most obedient servant,

CONSUL GENERAL FOR BELGUIM

AND SENIOR CONSUL.

The Assistant Secretary.

June 25

....., 190 .

Dear Mr. Carr:

I think this should be acknowledged in accordance with Mr. Denby's memo. with a copy to the Legation at Pekin with a statement that it is the opinion of the Department that this request should be supported unless the Minister sees some serious objection.

R. B.

Chief Clerk's Room.

ASSISTANT SECRETARY.
MEMORANDUM.

JUN 23 1906

June 23, 1906

Shanghai Settlements

To Mr. Bacon:

The necessity for an extension of the Shanghai Settlement Limits is clearly shown by Mr. Rodgers despatch. I recommend that it be acknowledged with approval and that a copy of the acknowledgement be sent to the Legation at Peking with instructions to support the request of the Consular Body.

Chas. Denby.

P.S. Rockhill has a copy of Rodgers despatch so that none need be sent

CONSULAR BUREAU JUN 23 1906 DEPARTMENT of STATE
3rd ASST. SECRETARY JUN 23 1906
CHIEF CLERK JUN 22 1906 DEPT. of STATE

No. 161.

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA.-

May 25th 1906.

SUBJECT: Tonnage dues collected by Customs at Shanghai.

THE HONORABLE Robert Bacon,
ASSISTANT SECRETARY OF STATE,
WASHINGTON, D. C.

To War Dept for information acknowledged by telegraph June 25, 1906

SIR:—

I have the honor to acknowledge receipt of the Department's instruction dated the 16th ult., with which was transmitted copy of a communication from the Honorable Secretary of War relative to tonnage dues charged by the Imperial Chinese Customs at this port, and requesting a report thereon.

INDEX BUREAU JUN 26 1906 FILED

The tonnage dues collected are in accordance with the terms of the treaties between the Imperial Chinese Government and foreign Governments, and inasmuch as the treaty between the Chinese Government and Great Britain, is more favorable to the foreign Governments than is the treaty between the Chinese Government and any other Government, the quotations hereafter given are taken from the said treaty, our Government as well as all others benefiting by the "most favored nation" clause.

Vessels of more than 150 tons 4 mace (29¢ gold) per ton.
" " 150 tons or under 1 " (7 1/4¢ ") " "

Any

"Any vessel clearing from any of the open ports of China for any other of the open ports, or for Hong Kong, shall be entitled, on application of the master, to a special certificate from the Customs, on exhibition of which she shall be exempted from all further payments of tonnage dues in any open port of China, for a period of four months, to be reckoned from the date of her port clearance."

"No tonnage dues shall be payable on boats employed by British in the conveyance of passengers, baggage, letters, articles of provision or other articles not subject to duty, between any of the open ports. All cargo boats, however, conveying merchandise subject to duty shall pay tonnage dues once in four months at the rate of one mace per ton."

See Art. XXIX Treaty between Chinese Empire and Great Britain signed at Tientsin June 26, 1858 and ratified at Peking Oct. 24, 1860. Also Art. XVI between the United States and the Chinese Empire signed at Tientsin June 18, 1858 and ratified at Peking August 16, 1859.

There is nothing in the treaties between the Chinese Empire and foreign Governments, nor in the Customs regulations which will reduce the tonnage dues for a vessel which comes to a China port once in a year or once in four months merely because she enters and clears at a single port of China.

The foregoing information has been obtained from the Customs officials and from a copy of the "Treaties between the Empire of China and Foreign Powers together with Regulations for the Conduct of Foreign Trade etc, etc." and unless the Department

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has a copy of the latter on file, I will be glad to forward a copy if same is desired.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

CONSULAR BUREAU JUN 23 1906 DEPARTMENT of STATE
3rd ASST. SECRETARY JUN 23 1906
CHIEF CLERK JUN 22 1906 DEPT. OF STATE

No. 162.

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA.

May 25th 1906.

SUBJECT: Ordnance Supplies.

THE HONORABLE Robert Bacon,
ASSISTANT SECRETARY OF STATE,
WASHINGTON, D. C.

SIR:—

I have the honor to acknowledge receipt of the Department's No. 43 of April 7th 1906, relative to arms and ammunition to be forwarded to this Consulate General from the Manila Ordnance Depot, and to state that the instructions therein contained will be observed.

I acknowledge receipt hereby of the consignment of arms, ammunition etc, as will appear by the receipts which are enclosed, duplicates of which in triplicate have been forwarded to Major E. B. Babbitt, Ordnance Department, U. S. A., Manila.

Thanking the Department for its prompt recognition of my request.

I have the honor to be,
Sir,
Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.
Enclosures: receipt in duplicate.

INDEX BUREAU JUL 10 1906 FILED

Form No. 146.
(Authorized June 23, 1899.)

COMBINATION BLANK FOR ISSUE OF ORDNANCE PROPERTY. FOR INVOICE OR RECEIPT.

Transfer of Ordnance Property

om Maj. E.B. Babbitt Ord. Dept. U.S.A. at Manila Ordnance Depot, Manila, P.I.,
American Consul General, at Shanghai, China

er Quartermaster at Manila, P.I.

conformity with Cablegram C.O.O. April 3, 1906, Washington, D.C.

NO. OF BOXES.	# 1016. ARTICLES.	WEIGHT.
	24 U.S.Magazine rifles, cal.30, model 1898, with model 1901 rear sights, without bayonets or cleaning rods.	
	24 Colts revolver, cal.38, without screwdrivers	
	24 Cartridge belts, cal.30, infantry, grey	
	24 Waist belts, russet, with buckles	
	24 Cartridge boxes, revolver, cal.38, russet	
	24 Pistol holsters, cal.38, russet	
	5,000 Ball cartridges, cal.30	
	1,000 Revolver ball cartridges, cal.38	
	24 Bayonets, cal.30	
	24 Cleaning rods, 1st. section, cal.30	
	48~~24~~ Cleaning rods, 2nd. & 3rd. sections, cal.30	
	24 Screwdrivers, revolver, cal.38	
	2 Arm chests, rifle, cal.30, for 20 rifles	
	6 Juneline d ammunition boxes	
	Weight 1056 lbs.	
	Measurement 37¾ cu.ft.	

Stores ready for shipment this ... day of ... 190 ... In charge of storehouse.

TREASURY OF ORDNANCE PROPERTY

MARKS.

From Manila Ordnance Depot,
Invoiced (Date as given)
U.S. No. (Number as given in 1st. Column for each box)
Weight (as given above for each box)
Address as given in 2nd. line of invoice.

INVOICED the ... day of APR 9 1906 190

Major, Ord. Dept., U.S.A. *Issuing Officer.*

For INVOICE only.

RECEIVED the 25 day of May 1906
at Shanghai

# # # # # # # # # # #

1067 *Receiving Officer.*

For RECEIPT only.

ES received for transportation this ... day of ... 190

Quartermaster.

Abstract No. ... Voucher No. ...

ABSTRACT NO._____ VOUCHER NO._____

TRANSFER OF ORDNANCE PROPERTY

From _____

To _____

_____

Invoiced the ____ day of _____, 190

Received the ____ day of _____, 190

Receipt. Invoice.

If used as Invoice, underline word "Invoice."
If used as Receipt, underline word "Receipt."

3—179

May 25th 1906

Receipt of the public property described on the reverse side is hereby acknowledged

Jas L. Rockwell

Quarter Master Sergeant

No. 163.

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA,

CHIEF CLERK
JUN
27
1906
DEPT. of STATE

May 28th 1906

SUBJECT: Changing conditions in China.

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

Rec'd July 9 1906.

Sir:-

I have the honor to submit the following as a resume of changing conditions in this section of the Chinese Empire. No attempt is made to discuss the causes nor the resultant effect, since the one involves a long story and the other affords too much opportunity for theory - a dangerous thing in China where the circumstances of today may be entirely upset by those of tomorrow.

Aside from all the talk and speculation as to the reform of China, with its multitudinous details, interesting and otherwise, one prominent fact is to be observed by anyone who makes even a superficial inquiry. There is unification of the Chinese people as it has existed never before in the memory of the present generation at least. To take a short cut to the recital of evidences of changed conditions existing today, it is sufficient to ascribe or credit to the greater unification of the Chinese the main reason for the advance they have shown in the last six months. For the reformation as it is to be observed here hardly dates back

farther.

farther. The boycott enthusiasm, the emulation of Japanese processes, the rather rabid utterances about dynastic changes, were nearly all froth, and as might have been expected subsided to give place to policies, which, while seemingly inaugurated by the authorities, were actually put in force by the people whom they found in a receptive mood.

The cry "China for the Chinese" was of course the basis or root of all action and the first outcome was to be seen in the firm obstructiveness toward foreign control of anything new and the attempt to dislodge such control from all things old. Thus while the initial move was first a policy, which was immediately construed by foreigners as anti-foreignism, it brought results which are apparent today in the management of Chinese enterprises such as railroads, manufactories, and many other things of industrial endeavor. The percentage of foreign assistance has been lowered and in some instances eliminated; tenders of capital are regarded cautiously and are only considered with sincerity when it is apparent that the purse strings of Chinese capitalists will not loosen; the tendency is apparently to let the project remain dormant rather than invite any more foreign participation than is necessary. This general statement as to such matters can easily be substantiated by citation of many specific instances, and the conclusions can be verified by representations of nearly all important nations, but it will doubtless suffice since the condition is now being announced to the world each day, and especially by those who have a grievance based thereon.

But important as such a reformation is, it

it is not the one which attracts the most attention. The attitude of official China in the prosecution of the nations affairs is the significant illustration. This is seen best perhaps in Shanghai, a city guided at present, as far as Chinese population both in and out of the International Settlement is concerned, by first a Manchu Taot'ai (Jui Ching) of high family rank, and by the old and infirm Viceroy (Chou Fu) at Nanking, who is assisted in his conclusions by a horde of semi-progressive advisors and students, the latter clamoring continually for reform. The day of passive acceptance and continuance of time honored methods has passed to some extent; since the riot of December 1905, the questions between the Shanghai Municipal Council and the Chinese, with the Consular Body as the intermediary, are vigorously argued by the Chinese and concession on their part is becoming a rarity; there is now the ambition to leave the foreigners to their own affairs and institute competitive tactics, at the same time however insisting upon the full measure of Chinese sovereign right wherever it seems due; there is the disposition to conserve the natural growth of Shanghai for Chinese supervision and to this end a new Chinese municipality will doubtless be instituted, thus hemming in the foreign settlement; there is the manifest intention of attempting to get jurisdiction of the Chinese criminal class in the settlement, not as might well have been believed before to levy squeezes, but, as is said "to strike terror into their hearts and teach a respect for law"; there is Chinese road improvement, the proposition to level the wall around the native city, the enforcement of greater cleanliness and the abandonment of old official buildings which the new

regime

regime asserts are a disgrace; there is the activity at the Kiangnan arsenal where dry docks have been repaired, new machinery has been installed, and the manufacture of small arms and small calibre guns is proceeding apace. And last, although many other evidences might be mentioned, there is the creation of the Chinese volunteer force, a mushroom growth which practically is now larger than the foreign military contingent known as the Shanghai Volunteer Corps, and which by a little effort could be recruited up to many thousands, a result almost certain to come despite the suspicion with which the organization is regarded by the Municipal authorities. These latest volunteers are not armed, but from the foot movements to the wooden gun and to the Chinese small arm are but easy steps. Up to this time no foreigner has been able to advance any valid reason for attempted suppression of this movement, and it is probable in the light of consistency as it is preached in Shanghai nowadays that no such effort will be made.

It is not the Viceroy Chou Fu, nor the Taot'ai Jui Ching, nor the gentry, the guilds or the students who is or are directly responsible for this changed condition. It is apparently a spontaneous movement, the results of which are distinctly pleasing to the people. This incentive may have been given from official sources but the execution of the general design, from political sentiment down to the volunteers, has certainly remained to the progressive element of the Chinese.

The situation in Shanghai is not an exception. Go up the Yangtse and from the starting point to Wuchang and perhaps further you will see evidences similar

in

in some respects to those of Shanghai. The military establishment of the region at best has not been a dignified or important one in comparison to population; in fact it has been ridiculous in many aspects. But now come reports of volunteer companies forming, of new processes of various kinds and of new endeavors. Perhaps it is too broad a statement to say that the element of modern ways is beginning to be as apparent in China as it was in Japan only a few years ago, but such an estimate approximates a half truth at least, which is saying a good deal for China.

With all this going on it cannot be said that there is much evidence of anti-foreignism, as that term is understood and applied abroad. The pro-Chinese individual will assureyou that the conclusion of anti-foreignism is absurd; the anti-Chinese man will assert with heat that it can mean nothing else, that it tends only toward one end. Which one is right the future only can prove, but for the present it is sufficient for an unprejudiced mind to believe that the Chinese are really beginning to work out their great problem, whatever may be their ruling motive - whether anti-foreign or self preserving. At all events the student of mankind will find China an interesting field in the days to come.

No review of China's relations with the world at present would seem to be at all complete without some reference to the kindred people - the Japanese - who are supposed to exert such an influence. It has been charged right and left, both in and out of China, that Japan is instigating the Chinese reforms and new processes, and that the intention is to turn the resultant benefit to her own account. All that

can

can be said as to such assertions is that if such is the fact, both the endeavor and the purpose are more than well concealed, in this portion of China at least, for there exists at present but little proof of Japanese participation in Chinese affairs. It is true that some Japanese are employed in a military capacity but it is to be pointed out that that is a logical sequence for many reasons; it is also true that Japanese are entering the Chinese life in Shanghai and the interior cities but it can be seen that their ostensible purpose is trade, and no one despite many assertions to the contrary can produce tangible evidence of political intrigue on their part. Therefore, while Americans and Europeans will hesitate a long time before abandoning this favorite theory as to the meaning of Chinese independence, it will perhaps be the part of justice to accord the initiative to the Chinese, and let what concern there may be in the outcome be directed to them.

I have the honor to be,

Sir,

Your obedient servant,

Jay L. Rodgers

AMERICAN CONSUL GENERAL.

ARSW

No. 164.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

May 31st 1906

CONSULAR BUREAU
JUN
25
1906
DEPARTMENT of STATE

CHIEF CLERK
JUN
25
1906
DEPT. of STATE

SUBJECT: Monthly Indemnity Payment.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to state that H. E. Jui Ching, Customs Taot'ai of Shanghai, informs me he has this day paid to The International Banking Corporation, Shanghai for transmission to the United States Treasury, the sum of gold $85,200, being $80,800 principal and $4,400 interest due on the May installment of the indemnity under the Protocol Agreement.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

INDEX BUREAU
JUN 27 1906
FILED

No. 165.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

June 2nd 1906

RECD. JUL 25 '06 DEPT OF STATE

CONSULAR BUREAU JUN 25 1906 DEPARTMENT OF STATE

CHIEF CLERK JUN 26 1906 DEPT. OF STATE

SUBJECT: Contingent expenses.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's telegram of June 1st 1906 reading as follows:

"American Consul,
Shanghai.
Follow number eight.
Peirce."

INDEX BUREAU JUN 27 1906 FILED

This is understood to be the reply to my No. 140 of April 18th 1906, relative to the contingent expenses of this Consulate General. I beg to offer thanks for the Department's conclusion and to state that the quietude of the last few months has enabled an economy which will, if uninterrupted by sudden necessity, make our excess of expenditure very small.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 166.

CHIEF CLERK JUN 25 1906 DEPT. of STATE

RECEIVED JUN 25 '06 DEPT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

June 2nd 1906

SUBJECT: Shanghai Documents.

Ans'd - Received Ans'd by form June 27/06

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor in response to the request contained in the Department's No. 42 of April 2nd 1906, to forward in the pouch a package containing the following: Three copies of the "Shanghai Land Regulations", and two copies of the Municipal Council report. I enclose with this a letter explaining why all the publications asked for cannot be obtained at this time.

In the package are also two copies of "Regulations for United States Consular Courts in China" these being forwarded in accordance with the request of Charles Denby Esq, Chief Clerk, Department of State, made in his personal letter of April 27th 1906.

As soon as I can obtain the copies of "Hand book of Local Regulations" and the extra copy of the Report they will be forwarded.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

FILED JUN 26 1906

Council Room.

Shanghai. 14th May, 1906. 190

ETARY'S OFFICE.

Dear Mr Rodgers,

In reply to your note of the 3rd instant:-

i. The Municipal Ordinances, or more exactly "Handbook of Local Regulations issued by order "of the Municipal Council" is now under revision, but so soon as printed I will send you three copies.

ii. Three copies of the Land Regulations enclosed herewith.

iii. The Council's published minutes are only to be found in the file of the North China Herald. It is possible the Annual Municipal Report will meet the Department of State's requirements, I therefore enclose a copy. I am sorry I cannot send three, but the book was unfortunately printed in insufficient numbers and there are practically none left.

No charge is made for these publications.

yours very truly,

W. Russell

Secretary.

No. 167.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

BUREAU OF TRADE RELATIONS
RECEIVED
JUN 27 1906
DEPARTMENT OF STATE

Copy in part to Cr. Labor June 27. 06

CONSULAR BUREAU
JUN
26
1906
DEPARTMENT of STATE

June 2nd 1906

CHIEF CLERK
JUN
26
1906
DEPT. OF STATE

SUBJECT: Chinese food riots and food supplies.

Answered June 29, 1906

CONSULAR BUREAU
JUN
27
1906
DEPARTMENT of STATE

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to report that within the last month the price of rice has risen in Shanghai from about Mex. $4.80 to $7.20 per picul (133 pounds) and that in all the region throughout the Yangtze valley there has been a corresponding increase in the price of the staple article of food. It is stated that the great floods in Hunan and other great rice growing provinces are responsible for the advance in price, but it is also known that dealers taking advantage of the prospective scarcity have seen fit to add an abnormal profit. The natural result has been food riots in many places, and a serious one is now reported under way in a section immediately south of Nanchang in Kiangsi. The Government is taking prompt measures to suppress these disturbances since it is realized that from such a cause the professional agitator can easily recruit his following. In addition however to restrictive steps through the military the Government is now issuing imperative orders to all officials to put a stop absolutely to all exportation of rice, and it

is

is believed that these orders will be obeyed.

While in a country of such density of population (that of this province, Kiangsu, is at present estimated at about 400 to the square mile) and with a food staple so subject to crop failure as rice, there is nothing especially new or strange in a food riot, there is always danger in such an event in China and just now particularly so, when the people appear to be eager to seize upon any protext to oppose officials and to alter old conditions. If therefore the impression should get abroad generally that the stock of rice has been curtailed by secret exportations in which the officials had a "squeeze", or that the advance in price was due in a large measure to the greed of speculators, there would certainly ensue trouble which would tax the energy and resources of the Government in suppression.

In connection with the Chinese food question it may be stated that every evidence points to the fact that the people as a whole - not the upper classes alone but the population generally - are yearly consuming greater quantities of foreign food. The use of wheat flour, according to foreigners of long residence, has increased enormously in this generation, and there is a certainty of much greater consumption. The Shanghai Taot'ai, a Manchu of no foreign education or training whatever, and who had lived for several years in Kiangsi province before coming to Shanghai, stated to me recently that one of the greatest changes he had observed in the Chinese was that relating to their food. The use of foreign food, he said, was increasing daily and he predicted that in a short period of years it would be as essential to the Chinese as it is to other nations.

In

In view of the enormous and constant consumption of rice and other native food products in the present day and through all the long centuries of Chinese history, it may seem a far cry to such a condition, but Taot'ai Jui Ching is by no means alone in his prediction. If such a realization should come to pass in even partial volume, an interesting question as to the sourse of this food supply would be raised. Since food made of wheat flour apparently most nearly approximates the rice flour products, it would seem that there can only be one answer - that America, Manchuria and Siberia must grow and grind the wheat and other products which are now indicated for the Chinese as food.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 168.

2nd ASST. SECRETARY. JUL 11 1906

RECD. JUL 12 1906 DEPARTMENT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

June 8th 1906

CHIEF CLERK JUL 10 1906 DEPT. OF STATE

SUBJECT: Whangpoo Conservancy Agreement.

Answered by Instruction July 14 1906

The Honoeable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to report that the agreement between H. E. Jui Ching, Taot'ai of Shanghai and Mr. H. E. Hobson, Commissioner of Customs, Shanghai, constituting the Whangpoo Conservancy Board and representing the Chinese Government in that respect, and Mr. Johannes De Rijke, of Holland, the engineer invited to take charge of the Whangpoo improvement work, has been formally signed, and that all preliminaries to the actual beginning of the undertaking are now completed. The agreement provides that Mr. De Rijke shall be in absolute control of the engineering department and shall be responsible for the successful prosecution of the endeavor; he has the right to choose his own assistants; his salary is fixed at 3000 pounds sterling per annum and an office and residential quarters must be provided him free of all charge, and finally he is engaged for a term of three years, with the option of renewal for two years more. In addition it is stipulated that he is only accountable to the Conservancy Board as established. The contract

DIPLOMATIC BUREAU JUL 20 1906 FILED

is

is an iron clad one and should be hard to break.

It is announced further that Mr. De Rijke has already made great progress with his preliminary survey and that before autumn tenders on the dredging work will be invited. It is known that an American company, The Atlantic, Gulf and Pacific Dredging Co., through their Manila office, will bid on the work.

The detail of the work to be done and the financial provision made has been reported to the Department several times.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 169.

SOLICITOR'S OFFICE, JUL 17 1906

3rd ASST. SECRETARY, JUL 14 1906

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA,

477-2

June 11th 1906

CHIEF CLERK JUL 13 1906 DEPT. of STATE

SUBJECT: Shanghai Riots claims.

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's telegram of the 9th instant reading as follows:-

"American Consul,
Shanghai.
Your 92. Carefully examine all claims American citizens for losses by riots of December eighteen 1905 and forward a list of all claims substantiated.
Root."

In compliance with these instructions I will call upon the claimants for such substantiation as they may be able to give at this time and will then forward the list. One of the claims has been withdrawn; several are for personal injuries, none of which, however, had any serious result, and the others are for property alleged to have been destroyed.

In this connection I desire to state that nothing has been heard of the British or German claims, which were sent to Peking. The Chinese claims, which it was announced would be urged against the Municipal Council, have never been presented and no one believes they ever will be.

I have the honor to be, Sir,
Your obedient servant,

Jas L. Rodgers
AMERICAN CONSUL GENERAL.

INDEX BUREAU JUL 17 1906 FILED

BM.14712 W. Osborne

No. 170

INDEX BUREAU RECD JUL 13 '06 DEPT. OF STATE

3rd ASST. SECRETARY JUL 14 1906

File

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

BUREAU OF TRADE RELATIONS RECEIVED JUL 23 1906 DEPARTMENT OF STATE

June 12th 1906

SUBJECT: Shanghai Business Men's Report On Conditions in Manchuria.

CHIEF CLERK JUL 13 1906 DEPT. of STATE

Report to Com., Labor and

ACKNOWLEDGED JUL 21 1906 BUREAU OF TRADE RELATIONS

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

Sir:-

I have the honor to forward herewith in duplicate the report made by Messrs Wrightson, Patterson, De Gray and Midwood, the committee of American and English business men of Shanghai, selected to visit Southern Manchuria for the purpose of inquiring into the conditions, commercial and otherwise, which were supposed to have caused such a serious blockade of cargo in Shanghai and rendered great financial stress probable. The departure of these gentlemen was referred to in my No. 156 of May 18th 1906 and it has seemed to me that their interesting report should be on file in the Department.

INDEX BUREAU JUL 13 1906 FILED

Private expressions from all the members of the party are to the effect that there is undoubtedly good reason for suspecting that the Japanese are affording advantages to their own merchants which are denied those who are intending to ship from Shanghai. However these suspicions as well as many others which are entertained were not confirmed by any instance of actual knowledge. All unite in

stating

stating that the Japanese currency condition which was so pronounced of late but which has now been ameliorated to a great extent is the most potent factor in the whole situation as it relates to general trade. They report however that the war notes are now subject only to a small discount and that the financial affairs are improving.

The statement that the Manchurian stock of cotton goods is now practically normal in Newchwang and in the interior has been received in Shanghai with great satisfaction, since it is about the only encouraging bit of news in that branch of commerce which has been received for sometime. While there has been no amelioration in the Shanghai cotton goods situation it is certainly true that a better and more hopeful opinion prevails.

It will be interesting to state that the members of the committee unite in saying that during their stay in Manchuria they did not discover a single evidence of boycott effect, and could not ascertain that it was ever discussed among the Chinese.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Report in duplicate.

NOTES OF A VISIT TO ENQUIRE INTO THE TRADE CONDITIONS OF MANCHURIA.

After a most comprehensive inquiry it is most difficult, if not impossible, to offer any satisfactory evidence to substantiate the theory that the Japanese Government, through the instrumentality of either its Military or Civil authorities, is, at present, purposely interfering with or placing any obstacles in the path of other Nations for the industrial exploitation of this important part of the Chinese Empire.

The absence of demand from this large, fertile and thickly populated province, which is not only being felt in the Cotton Piece Goods trade but in other commodities is directly and principally attributable to the disorganised condition, both financial and commercial, of this district, a vast area of which, it must be remembered, was practically laid waste by both armies in their recent struggle. That crops were destroyed and entire villages devastated cannot be questioned, and ocular demonstration of the havoc wrought during the war is still obtainable. The Chinese are, however, sustaining their reputation for rapid recuperation, the Natives having returned to their usual villages or towns, and the work of rehabilitation is progressing as favorably and quickly as can be expected. Their homes are, however still, in some cases, under reconstruction, and the crops, it must be noted, are still to be harvested.

That a large sum of money has been expended during the past few years by both Russians and Japanese cannot be contradicted but that a small percentage of this amount has as yet reached the merchant classes is also generally conceded. It is fair to presume that adventurers and coolie classes have been the principal beneficiaries.

It

It must not be forgotten that the territory of which we write was the seat of a big and disastrous war, and that less than eight months have elapsed since a Treaty of peace was signed. If we mistake not, a similar condition of affairs existed subsequent to the hostilities in South Africa, when it will be recalled heavy losses were sustained by over confident traders who over purchased in anticipation of a demand, which materialised only after a long delay. The disruption of transportation facilities by the commandering of both native junks and carts, for military purposes, and the partial destruction of the railway line from Port Arthur to Mukden are also important factors that must be recognised from a trade point of view. The recovery must necessarily be gradual, and while it is true trains are now running between the points named, it is not reasonable to suppose that these were available until quite recently for trade purposes.

Patience must therefore be the watchword of these materially interested in this question, and it is our confident belief that a revival of trade on a much larger scale than has hitherto been witnessed will be the final result.

It is satisfactory to record that the stock of Cotton piece goods, which article engaged our special attention, cannot be considered more than normal at either the distributing port of Newchwang or in the interior consuming centres, and we submit this opinion without reservation, our inquiries regarding this feature of the situation having been exhaustive both amongst the larger dealers and smaller shop-keepers, throughout the country we have traversed, including the cities of Newchwang Liaoyang and Mukden.

The

It must not be forgotten that the territory of which we write was the seat of a big and disastrous war, and that less than eight months have elapsed since a Treaty of peace was signed. If we mistake not, a similar condition of affairs existed subsequent to the hostilities in South Africa, when it will be recalled heavy losses were sustained by over confident traders who over purchased in anticipation of a demand, which materialised only after a long delay. The disruption of transportation facilities by the commandeering of both native lands and carts, for military purposes, and the partial destruction of the railway line from Port Arthur to Mukden are also important factors that must be recognised from a trade point of view. The recovery must necessarily be gradual, and while it is true trains are now running between the points named, it is not reasonable to suppose that these were available until quite recently for trade purposes.

Patience must therefore be the watchword of those materially interested in this question, and it is our confident belief that a revival of trade on a much larger scale than has hitherto been witnessed will be the final result.

It is satisfactory to record that the stock of Cotton piece goods, which mainly engaged our special attention, cannot be considered more than normal at either the distributing port of Newchwang or in the interior consuming centres, and we submit this opinion without reservation. Our inquiries regarding this feature of the situation having been exhaustive both amongst the larger dealers and smaller shop-keepers, throughout the country we have traversed, including the cities of Newchwang Liaoyang and Mukden.

The

The financial system in Manchuria is very unsatisfactory and leaves much to be desired - The circulation of War Notes by the Japanese Government to the extent of about Yen 2 hundred million, while increasing the wealth of the province will naturally tend to divert trade to their own country, more especially while this issue continues at any discount from local currency. The Japanese are unquestionably taking advantage of their military occupation and the tardiness of the Chinese Government, to introduce their goods throughout Manchuria, and they will be no more strongly intronched the longer this province remains under their control. The Powers should therefore be urged, through the usual channels, to use their good offices in expediting the time when the Chinese will assume jurisdiction, and also in concluding arrangements whereby the important port of Dalny, through which the Japanese, in the absence of a Chinese customs station, are now bringing in their goods not only free of import duty but free of all likin charges to any point in the interior where transportation can be effected by rail, will be placed on a basis similar to the port of Tsingtau, viz: open to the trade of all nations and a Chinese Customs station established for the purpose of collecting the customary duties on the goods passing out of Dalny into Manchuria. The renewal or construction of the railway bridge over the Liao River, in the neighbourhood of Hsinminton, which now seriously interferes with the large junk traffic over this waterway is a matter requiring immediate attention and seems so reasonable that we cannot doubt that the Japanese Government will promptly instruct the military Administration to remedy the difficulty beyond further complaint.

The

The financial system in Manchuria is very unsatisfactory and leaves much to be desired - The circulation of War Notes by the Japanese Government to the extent of about Yen 2 hundred million, while increasing the wealth of the province will naturally tend to divert trade to their own country, more especially while this issue continues at any discount from Local currency.

The Japanese are unquestionably taking advantage of their military occupation and the tardiness of the Chinese Government, to introduce their goods throughout Manchuria, and they will be no more strongly intrenched the longer this province remains under their control. The Powers should therefore be urged, through the usual channels, to use their good offices in expediting the time when the Chinese will assume jurisdiction, and also in concluding arrangements whereby the important port of Dalny, through which the Japanese, in the absence of a Chinese customs station, are now bringing in their goods not only free of import duty but free of all likin charges to any point in the interior where transportation can be effected by rail, will be placed on a basis similar to the port of Tsingtau, viz: open to the trade of all nations and a Chinese Customs station established for the purpose of collecting the customary duties on the goods passing out of Dalny into Manchuria. The renewal or construction of the railway bridge over the Liao River, in the neighbourhood of Heimiton, which now seriously interferes with the large junk traffic over this waterway is a matter requiring immediate attention and seems so reasonable that we cannot doubt that the Japanese Government will promptly instruct the military Administration to remedy the difficulty beyond further complaint.

The

The opinion amongst the merchants at Newchwang is practically unanimous - that the trade of that port is seriously affected by the disorganisation of the usual railway transportation between Thieling and Kuan-chong tsu, the latter avery important distributing centre, now in the hands of the Russians, about 40 miles of the line have been torn up, but is now being relaid. The Northern portion of the line is still in possession of the Russians who are said to be charging arbitrary rates with the purpose of forcing the trade of Kuan Cheng tsu through Vladivostock.

We are reliably informed that since our departure from Newchwang the failure of a native Bank, involving some four hundred thousand dollars, has been satisfactorily adjusted, and that approximately the equivalent of Tls. 1,000.000 has been remitted to Shanghai by local merchants or bankers. These reports if true, are significant and will necessarily inspire confidence.

Every facility has been afforded us by the Japanese Military and Civil authorities in our investigations, and our treatment has been uniformily civil and courteous.

Shanghai, 9th June 1906.

The opinion amongst the merchants at Newchwang is practically unanimous - that the trade of that port is seriously affected by the disorganisation of the usual railway transportation between Tsitsihar and Kuan-chong tun, the latter every important distributing centre, now in the hands of the Russians, about 60 miles of the line have been torn up, but is now being relaid. The Northern portion of the line is still in possession of the Russians who are said to be charging arbitrary rates with the purpose of forcing the trade of Kuan Chong tun through Vladivostock.

We are reliably informed that since our departure from Newchwang the failure of a native Bank, involving some four hundred thousand dollars, has been satisfactorily adjusted, and that approximately the equivalent of Tls. 1,000.000 has been remitted to Shanghai by local merchants or bankers. These reports if true, are significant and will necessarily inspire confidence.

Every facility has been afforded us by the Japanese Military and Civil authorities in our investigations, and our treatment has been uniformly civil and courteous.

Shanghai, 9th June 1906.

Record Copy sent to
the_____ Secretary.

CHIEF CLERK
JUN
13
1906
DEPT. of STATE

Shanghai, June 13, 1906.

Received 9:24 A.M.

BUREAU OF APPOINTMENTS
JUN 13 1906
Department of State.

Secretary of State,

Washington.

Can you inform me status legislation relating to Admiralty Court United States Consulate building Shanghai.

RODGERS

Confer Adams with file this.

S.H.Q.

Record Copy

DEPARTMENT OF AGRICULTURE
JUN 3 1905
Superintendent of Stores

INDEXED FROM CARBON COPY

TELEGRAM RECEIVED IN CIPHER.

BUREAU OF APPOINTMENTS
JUN 13 1906
Department of State.

ASSISTANT SECRETARY,
JUN 13 1906

From Shanghai, June 13, 1906.

Received 9:24 A.M.

Secretary of State,

Washington.

Can you inform me status legislation relating to Admiralty Court United States Consulate building Shanghai.

RODGERS

Ans'd by telegram June 18/06

Confirmed June 18, 1906

INDEX BUREAU
JUN 19 1906
FILED

Ciphered by the Chief Clerk's Office, S.H.Q.

Consular Bureau.

MEMORANDUM.

Dear Mr Dowell:
Can you tell me
the present status of
legislation re
Establishment of court
for China,
appropriation for a
Consular building at
Shanghai

H. P. H.

No. 171.

INDEX BUREAU RECD. JUL 13 1906 DEPT. OF STATE

JUL 13 1906 DEPARTMENT OF STATE

2d ASST. SECRETARY JUL 14 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

June 15th 1906

CHIEF CLERK JUL 14 1906 DEPT. OF STATE

SUBJECT: Consular Court Account.

To the Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor, in reply to the Department's No. 44 of April 16th 1906, relative to a report on the Consular court fees, fines, expenses and balances due the Government for certain periods, to state as follows:

I am informed by the Clerk of the Court, Mr. Engelbracht, that no record exists from which the statement of balance submitted by Mr. G. A. Derby, Clerk under Consul General John Goodnow, upon his retirement from the office, can be checked and verified. This representation I have confirmed by my own investigation. Therefore only the amount turned over can be given. Subsequent to January 1st 1905, and running to March 31st 1905, during the incumbency of Mr. Goodnow (Mr. Davidson acting) the accounts can be checked with the quarterly returns, and that is also the case for the period from April 1st to May 29th 1905, when Mr. Davidson was in charge, and from May 30th to December 31st 1905, during my incumbency.

The following statement in Mexican dollars gives the receipts and disbursements as represented:

Consular

#171.--2.

CONSULAR COURT ACCOUNT.

Received from Mr Derby Jan. 1st 1905	703.16	
" to March 31st 1905	739.62	
	$1,442.78	
Disbursements	974.91	
Balance April 1st 1905.	$ 467.87	
Received to May 30th 1905	69.20	
	$ 537.07	
Disbursements " " "	249.49	
Balance May 30th 1905.	$ 287.58	
Received to Dec. 31st 1905	874.06	
	$1,161.64	
Disbursements " " "	800.26	
Balance Jany. 1st 1906	$ 361.38	

An itemized statement supplementing the quarterly returns of the period from January 1st 1905 to December 31st 1905 can be given.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

TELEGRAM RECEIVED IN CIPHER.

Shanghai, June 18, 1906.

Received 9:30 A.M., 19th.

Secretary of State,

Washington.

Can I take oath of office Inspector Consulates?

CHESHIRE

July 1

Ciphered by The Chief Clerk's Office.

O.G.S.

No. 172

INDEX BUREAU RECD JUL 16 '06 DEPARTMENT OF STATE

3rd ASST. SECRETARY. JUL 17 1906

CONSULAR BUREAU JUL 18 1906 DEPARTMENT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

June 18th 1906

SUBJECT: Papers of Joseph G. Munz.

CHIEF CLERK JUL 16 1906 DEPT. OF STATE

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

File

INDEX BUREAU JUL 20 1906 FILED

Sir:-

I have the honor to acknowledge receipt of the Department's No. 48 of May 17th 1906 referring to No. 17 of December 8th 1905, in relation to certain papers belonging to one Joseph G. Munz, at that time a prisoner in San Quentin penitentiary Californis. In reply I beg to state that the man in question having been released and reappearing in Shanghai took personal delivery of the papers. The matter of the answer to the Department was overlooked, a fact which I regret.

I have the honor to be,
Sir,
Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

FILE

No. 173.

CONSULAR BUREAU JUL 18 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY JUL 17 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

BUREAU OF TRADE RELATIONS RECEIVED noted JUL 19 1906 DEPARTMENT OF STATE

June 20th 1906

CHIEF CLERK JUL 16 1906 DEPT. OF STATE

SUBJECT: Acknowledging Circular as to Commercial and Industrial Information.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's circular of April 30th 1906, relative to giving commercial and industrial information to inquirers direct, rather than sending it through the Department of State as instructed by the circulars of October 25th 1899 and August 2nd 1905.

In compliance with the direction to specify in this acknowledgment whether or not I have complied hitherto with instructions upon this point, I beg to state that such has been my intent, although there may have been slight diversions, in view of the fact that I now observe that the Department wishes even mere lists of possible importers included. In reply to several inquiries for the name of some firm in this or that business I have answered direct, and at times when I knew that the subject matter of some ordinary inquiry had been reported upon and that the report had been published, I have given such brief information as seemed courteous and proper, it being my understanding that such inquiries are based upon the publications of the Department of Commerce

and

and Labor. The case of the German firm, which is used as an example, seemed one of these but the inquiry I received related to foreign shoes in China, a subject which is about as threadbare as those of ginseng and rice culture. To such inquiries I assume the consular officer is expected to give such discretionary attention as may be proper in view of his other and more important work.

However when an inquiry concerns a new subject or one upon which new information of possible value can be given, I comply with the rule laid down. Your further instructions upon this matter will have my careful attention.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 4

INDEX BUREAU RECD JUL 18 1906 DEPT OF STATE

CONSULAR BUREAU JUL 18 1906 DEPARTMENT OF STATE

CONSULAR BUREAU. NOTED.

ASST. SECRETARY JUL 17 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

June 22nd 1906

SUBJECT: Reports of Deaths of American citizens

CONSULAR BUREAU JUL 18 1906 DEPT. OF STATE

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to transmit herewith in duplicate three reports of the deaths of A. A. Hendricks, Jas C. Morgan and Rudland respectively.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: 3 Forms #192.

INDEX BUREAU JUL 23 1906 FILED

CONSULAR BUREAU.
NOTED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, June 9th 1906

Name: James Chesley Morgan

Native or naturalized:

Date of death: 28th April,1906

Place of death: General Hospital,Shanghai

Cause of death: Septicamia following operation for appendiciti

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Naval authorities

Address of family:

Family notified:

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page Vol X--3

Remarks:

Sailor in U.S.Navy

Jas L. Rodgers

Consul General of the United States.

[SEAL.]

- 1001 -

Vol 3--5

Sailor in U.S.Navy

CONSULAR BUREAU.
NOTED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, June 9th 1906

Name: James Chesley Morgan

Native or naturalized:

Date of death: 26th April,1906

Place of death: General Hospital,Shanghai

Cause of death: Septicamia following operation for appendiciti

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Naval authorities

Address of family:

Family notified:

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page Vol X--5

Remarks:

Sailor in U.S.Navy

Jas L. Morgan
Consul General of the United States.

[SEAL.]

CONSULAR BUREAU.
NOTED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, June 9th 1906

Name: A A Hendricks

Native or naturalized: (Sailor U.S.Navy)

Date of death: May 10th,1906

Place of death: General Hospital Shanghai

Cause of death: Anuerysm of Aorta

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects:

Naval authorities

Address of family:

Family notified:

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page

Vol X --1

Remarks:

Jas L. Rodgers

Consul General of the United States.

[SEAL.]

CONSULAR BUREAU.
NOTED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, June 9th 1906

Name: A A Hendricks

Native or naturalized: (Sailor U.S.Navy)

Date of death: May 10th,1906

Place of death: General Hospital Shanghai

Cause of death: Aneurysm of Aorta

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects:

Naval authorities

Address of family:

Family notified:

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page

Vol I --1

Remarks:

Jas L. Rodgers

Consul General of the United States.

[SEAL.]

CONSULAR BUREAU.
NOTED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, June 9th 1906

Name: ------Rudland (age 3 year 9Mos.)

Native or naturalized: Native

Date of death: April 14th 1906

Place of death: Shanghai

Cause of death: Diptheria

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects:

Address of family:

Family notified: Yes

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page Vol X--2

Remarks:

Jas L. Rodgers
Consul General of the United States.

[SEAL.]

(Form No. 226.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

Consulate, [illegible] 190 [illegible]

------Oakland (Age 3 year 6mos.)

Malaya

April 12th 1906

Meningitis

Diphtheria

Duration

None

Yes

Yes

Vol 3---3

CONSULAR BUREAU.
NOTED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, June 9th 1906

Name: ------Rudland (age 3 year 9Mos.)

Native or naturalized: Native

Date of death: April 14th 1906

Place of death: Shanghai

Cause of death: Diptheria

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects:

Address of family:

Family notified: Yes

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page

Vol X--2

Remarks:

Jas L. Rodgers

Consul General of the United States.

[SEAL.]

BUREAU OF TRADE RELATIONS
RECEIVED
AUG 17 1906
Noted & Rec'd
DEPARTMENT OF STATE

2nd ASST. SECRETARY.
AUG 9 1906

No. 174

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

AUG 7 '06
DEPT. OF STATE

BOARD
AUG
14
1906
DEPARTMENT OF STATE

June 25th 1906

SUBJECT: Steamship lines to Manchurian ports.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to report that matters in connection with the trade to Vladivostock and Northern Manchuria from Shanghai and other China ports have recently developed into a condition which seems to indicate the determination of the Russians to make as great a demonstration as possible. Following upon the execution of the plan of the Chinese Eastern Railway to make a persistent effort to divert at least a fair share of the commerce to Vladivostock, there has now been a still more ambitious programme announced. At first the service of the steamship "Mongolia", one of the two vessels which formerly ran to Dalny to connect with the trains of the Chinese Eastern and Trans-Siberian, was deemed sufficient for the Vladivostock service from Shanghai. But thencame the chartering of the "Ohio III" for the route from Shanghai via Nagasaki and almost immediately thereafter the institution of the service of the East Asiatic Co. which is virtually the Hamburg-American Line operating under a subsidy from the Russian Government. Now it is advertised that two fast steamers the "Indien" and

"Churonia"

INDEX BUREAU
AUG 20
FILED

"Churonia" will sail weekly from Shanghai to Vladivostock via Nagasaki; three,the "Longmoon""Jason" and "Lyemoon" will go fortnightly from Shanghai calling at Chefoo, Chemulpo, Nagasaki, Fusan and Gensan; two, the "Skramstad" and "Standard" will go fortnightly from Vladivostock to Nicolaisk, and finally the "Mongolia" will sail weekly from Tsuruga on the west coast of Nippon across to Vladivostock, thus affording quick rail and water communication between Yokohama and Vladivostock.

Aside from the commercial questions such a service will give rise to, there is the further interesting query whether the programme does not indicate the direct participation of the Russian Government not only in the commercial affairs of Vladivostock but also in those of the Chinese Eastern Railway. It is almost certain that the private interests of the railway are now being sunk in the political endeavors and that this summer will see a great change in all matters pertaining to Northern Manchurian enterprise as expressed in the trade through Shanghai and with Japan. The fact that Japan is constantly increasing her north bound marine is known to all, the latest evidence being the acquirement by the Nippon Yusen Kaisha of the Deshler steamers "Ohio I", "Ohio II" and "Ohio IV". It is expected that the charter of the "Ohio III" will soon be surrendered and if such is the case, she will undoubtedly join her sister ships, in the northern service under the Japanese flag. All this can only mean a rivalry which has as its purpose the development of Manchuria as a whole. Shanghai and Kobe will be the great distributing ports for the present, but in

the

the near future there is every indication of a great volume of commerce going direct to Vladivostock, which of course will be to the detriment of Shanghai.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 282.

INDEXED FROM CARBON COPY.

Mr Bacon

TELEGRAM RECEIVED IN CIPHER.

BUREAU OF APPOINTMENTS
JUL 2 1906
Department of State.

Secretary of State.
JUL 2 1906

From Shanghai, July 2, 1906.

Received 9:46 A.M.

Secretary of State,

Washington.

Arnold Student Interpreter desires to resign to take effect August first; wishes to return to America. Will you telegraph.

RODGERS.

CONSULAR BU... JUL 2 ... DEPARTMENT OF STATE

INDEX BUREAU
JUL 28 1906
FILED

ciphered by ~~the Chief Clerk's Office~~, W.J.K.

Bureau of Indexes and Archives.

_____ 190 .

Tel. July 3. 06.

Leave space

1 p.

No. 175.

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA.

INDEX BUREAU
RECD.
AUG 7 '06
DEPT. OF STATE

July 3rd 1906.

CHIEF CLERK
AUG
9
1906
DEPT. OF STATE

SUBJECT: Indigent Americans from the Philippine Islands.

File

THE HONORABLE Robert Bacon,
ASSISTANT SECRETARY OF STATE,
WASHINGTON, D. C.

SIR:-

I have the honor to acknowledge receipt of the Department's No. 50 of May 28th 1906, referring to my No. 131 of March 19th, and enclosing copy of a communication from The Secretary of War in relation to the matter of indigent Americans going to China from the Philipines. In reply I beg to state that I am glad to know that such immigration to China is not in any way to be attributed to the Government.

INDEX BUREAU
FILED

I have the honor to be,
Sir,
Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

CONSULAR BUREAU AUG 14 1906 DEPARTMENT OF STATE

3rd ASST. SECRETARY. AUG 9 1906

No. 176.

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA.

INDEX BUREAU RECD AUG 7 06 DEPT. OF STATE

July 3rd 1906

CHIEF CLERK AUG 9 1906 DEPT. OF STATE

SUBJECT: Salaries of the Judiciary.

File

THE HONORABLE Robert Bacon,
ASSISTANT SECRETARY OF STATE,
WASHINGTON, D. C.

SIR:-

I have the honor to acknowledge receipt of the Department's circular of May 15th 1906 asking for a report on the salaries paid to the judiciary in this country. In reply I beg to state that the only distinctly foreign judicial officers are the Chief Justice and Associate Justice of the British Court, the judicial business of all other consulates in China either being heard by the consular officers or by consular judicial officers specially assigned for such duty, the last being the German system. The British Chief Justice receives a salary of 1800 pounds sterling per annum and in addition is allowed 450 pounds sterling for house rental and other expenses. The Associate judge has as a salary 1200 pounds sterling and 350 pounds sterling as further allowance.

As the inquiry is general in character

I

.W.Y

I assume that it really relates to the salaries of the native judiciary rather than to the foreign but for obvious reasons the foreign condition is given precedence. There is no way of ascertaining the true or exact amount allowed as salary to the provincial and lesser judges in China. It is known however that the salaries are ridiculously small, but on account of the peculiar conditions the official perquisites are large. These perquisites, which are really the "squeezes" which can be enforced through judicial authority - anomalous as that may seem - are often sufficient to make the judicial incumbent rich in a few years. As a consequence the office of provincial judge in a district like that in which Shanghai is situated is supposed to be so lucrative that a heavy premium for the appointment is expected and obtained. The minor judges exist under the same conditions and their emoluments are known only to themselves. As a general illustration of the working of this system it may be stated that the salary of the recent Taot'ai of Shanghai was 1000 Taels (about 700 gold) per annum and that after being in office three years he had amassed a fortune estimated by the Chinese at 4,000,000 Taels. He was then promoted to be Provincial Judge, but resigned and was created Acting Governor of Peking.

I have the honor to be, Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

I

Y.W.

SOLICITOR'S OFFICE
JUL

CONSULAR BUREAU
AUG 9 1906
DEPARTMENT OF STATE

No. 177.

AMERICAN CONSULATE GENERAL,
SHANGHAI, CHINA.

INDEX BUREAU
REC'D.
AUG 7 '06
DEPT. OF STATE

July 3rd 1906.

CHIEF CLERK
AUG 9 1906
DEPT. OF STATE

SUBJECT: Chinese attitude towards foreigners.

THE HONORABLE Robert Bacon.
ASSISTANT SECRETARY OF STATE,
WASHINGTON, D. C.

INDEX BUREAU
AUG 7 1906
FILED

SIR:-

I have the honor to acknowledge receipt of the Department's No. 49 of May 23rd 1906 in reply to my No. 134 of March 31st 1906, and to state in reply that the instructions therein contained will be observed with care. I beg to add that the conditions to which I referred have in no way been alleviated although they are probably not more pronounced. I will promptly report any further evidence.

I have the honor to be,
Sir,
Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

SOLICITOR'S OFFICE
JUL 6 1906
DEP'T OF STATE.

BUREAU OF APPOINTMENTS
JUL 5 1906
Department of State.

CHIEF CLERK
JUL 9 1906
DEPT. of STATE

No. 282.
INDEXED FROM FOREIGN COPY.

TELEGRAM RECEIVED IN CIPHER.

From Shanghai, July 4, 1906.

Received 9:47 A.M.

To Curtis
grey 10/06

Secretary of State,

Washington.

Cunningham will legally properly probated June twenty-three 1905 named Augusta Mather sister principal Legatee, nominated Edward Dunning one of the most respected citizens Shanghai administrator without bond. Appointment administrator after advertisement June twenty-three. Inventory filed amounting to seventy-four thousand seven hundred taels. Full investigation made. Account perfectly regular. Final account filed, administrator discharged, March fourteenth, 1906. Cannot understand the basis inquiry, apparently there is nothing to warrant it. Certified copy of all the papers by next mail.

RODGERS.

Deciphered by ~~the Chief Clerk's Office,~~
W.J.K.

Fl. 1067

FILED
C

Cons Vol. 53

Bond, Oath + Cards sent 7-24-06.

Cable July 9'06

TELEGRAM RECEIVED IN CIPHER.

BUREAU OF APPOINTMENTS
JUL 6 1906
Department of State.

From Shanghai, July 6, 1906.

Received 9:28 A.M.

Secretary of State,

Washington.

Arnold accepts Tamsui appointment: awaits your instructions here. Appointment Williams Student Interpreter Deputy Shanghai is very necessary, will you authorize.

RODGERS

Consular Bureau.

MEMORANDUM.

Order Williams Commission dated today July 7th

Deciphered by the Chief

W.J.K.

Fl. 1067

No. 282

TELE

Secretary of Sta

Washingt

Arnold

here. Appointmen

necessary, will

ciphered by the Chief

W.J.K.

nd, Oath
ended sent
1-24-06.
Cable
July 9'06

6.

A.M.

ructions

i is very

Second Assistant Secretary's Room.

MEMORANDUM. July 6. '06

Dear Carr.

Is Williams a good man to watch Rodgers?

Adee

Title

No. 178

SOLICITOR'S OFFICE
AUG
1906
DEPT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

July 7th 1906

CHIEF CLERK
AUG
9
1906
DEPT. OF STATE

SUBJECT: Estate of Henry E. Cunningham.

The Honorable Robert Bacon,
Assistant Secretary of State,
WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's telegram of the 3rd instant reading as follows:

"American Consul,
Shanghai.
Report immediately full and detailed account of your entire connection with the alleged probate and distribution of the estate of late Henry E. Cunningham who died in Shanghai June ten 1905. Also send certified copies of all inventories records and documents in any way connected with the settlement of the said estate.
Wilson."

And to confirm my telegraphic reply of the 4th inst. reading as follows:

"Sec State,
Washington.
Cunningham will legally properly probated June twenty third 1905. Named Augusta Mather, sister, principal legatee. Nominated Edward Dunning, one of the most respected citizens Shanghai administrator without bond. Appointment administrator after advertisement June twenty third. Inventory filed amounting to seventy four thousand seven hundred taels. Full investigation made. Account perfectly regular. Final account filed administrator discharged March fourteenth 1906. Cannot understand the basis inquiry. Apparently there is nothing to warrant it. Certified copy of all the papers by next mail.
Rodgers."

In

In further explanation of which I beg to state chronologically that Captain Henry Cunningham, who was one of the best known river and coast captains in the China shipping business and who died suddenly on June 10th 1905, made a will, (a copy of which appears in the papers hereto attached) on 13th of June 1900, which was witnessed by H. W. Churchill and Thomas F. Earle, well known Americans. By this will Edward H. Dunning, an American, the head of Dunning & Co., a highly successful and long established American firm, was nominated administrator without bond. Immediately after the funeral of Captain Cunningham, which was attended officially, his personal effects were brought to the Consulate and there being no relatives here, his will was opened and read to Mr. Dunning. I then caused advertisements to be inserted in the newspapers and directed Mr Dunning to notify the relatives in America. The witnesses to the will not being in Shanghai at the time, there could be no further action. On June twenty third Captain Earle appeared, and executed an affidavit as to the will. Mr. Churchill it developed had left the country and although we made diligent effort to ascertain his whereabouts we were not able to do so. It not being absolutely necessary to have him present we proceeded. Mr. Dunning had heard from Mrs A. C. Mather, the principal legatee and had been notified to proceed to close up the estate, as she did not think it necessary to go to China. Previously I had made careful inquiries as to Captain Cunningham, his state of health, the circumstances of his death and his property, it having been reported that the estate was a large one, and had also satisfied

myself

myself thoroughly that Mr Dunning was in every way competent to execute the trust. The will was therefore admitted to probate and Mr Dunning entered upon the discharge of his duties. From time to time he consulted me as to details, the estate being almost entirely in shares, and early in 1906 notified me of some remittances he wished to make to Mrs Mather, for which he obtained proper receipts later. The law gave me no further authority in the premises and upon being requested by Mr Dunning in March to be allowed to file his final account, he being about to leave for America, I did so after he had satisfied me that all claims had been collected and paid and that nothing further remained to be done. In the final settlement Mr Dunning waived the bequest to him and upon his showing of the amount of work performed by him as administrator I allowed him as a fee five percent, this allowance being based upon the code provision of the District of Columbia, there being, as far as I could discover, no settled rule under extra-territorial procedure for such allowances. As it was generally stated in Shanghai among Captain Cunningham's friends that Mr Dunning had settled the estate most advantageously for the legatees, and as I had some personal knowledge of the character of the investments, I considered, in view of all the circumstances and in comparison with probate court allowances at home, that Mr Dunning's compensation was a modest one. I may mention here that the lack of some definite rule in such matters is embarassing and may well lead to bad results.

I know nothing further about the Cunningham estate

estate matter except that I heard indirectly that Mrs Mather was satisfied with Mr Dunning's administration. I acted exactly in accordance with No X of the Regulations for U. S. Consular Courts in China and with Paragraph No. 387 of the Consular Regulations, and if there is anything wrong in the matter I am totally unaware of it.

Who is responsible for raising this question about the Cunningham estate I cannot imagine unless it is a brother who I have been told lives in Washington, D. C. and from whom Mr Dunning had several letters months before the estate was closed up. Neither can I understand the ground for describing it as an "alleged probate". If it was not regular then the whole procedure for years has been irregular. Nor can I see how the process differed essentially from that at home. If the papers accompanying do not suffice to prove absolutely that there has been no warrant for any question that has been raised, then I can only say that when I reach Washington in September I will be glad to try to supply any deficit for the benefit of all properly concerned.

I wish to state in conclusion that I have found that heretofore in Shanghai for several years at least no semi-annual report of estates has been filed as required by Paragraph 551 of the Regulations. I called the attention of the clerk of the court to this some months ago and instructed him to have it ready to accompany the yearly and June quarterly account. Hereafter I will see that this requirement is rigidly observed. I may add that the duties of this Consulate General, involving as they do not only the ordinary and special functions of a consular officer, but also the detail work in somewhat lesser volume, which falls

to

to the lot of almost the entire official personnel of the court house and the postoffice in an American county and town, leaves but little time for one individual to find unintentional omissions and for that matter minor errors in commission. As soon as I have discovered these I have instituted corrective methods, but I beg to represent that it is rather hard to do it all at once.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

to the lot of almost the entire official personnel
of the court house and the postoffice in an American
town, leaves but little time for one
to devote to the maintenance of health and for
any matter minor errors in commission. As soon as
I have discovered these I have instituted corrective
methods, but I beg to represent that it is rather
hard to do it all at once.

I have the honor to be,

Sir,

Your obedient servant,

AMERICAN CONSUL GENERAL.

Y.T.

AMERICAN CONSULAR SERVICE.

I certify that the following is a true and correct copy of the original papers, on file in this Consulate General, in the matter of the Estate of Henry H. Cunningham, deceased.

Jas L. Rodgers

AMERICAN CONSUL GENERAL
SHANGHAI, CHINA.

Sworn and subscribed to in my presence this 9th day of June, (1906)
1906--

M. P. Boyd

VICE & DEPUTY CONSUL GENERAL.

In the Court of the American Consulate General,
for the Consular Court of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, acting judicially/

--In Probate--

In the matter of the estate of
Henry H. Cunningham,
deceased.

The petition of E. H. Dunning of Shanghai, respectfully shows that he is a citizen of the United States residing at Shanghai, China.

That Henry H. Cunningham, a citizen of the United States, died at Shanghai on or about the 10th day of June 1905, leaving a last will and testament, which provided for the appointment of your petitioner as executor thereof, and said will is hereby presented to the said Court.

That there are no heirs or relatives of the said deceased within the jurisdiction of this Court.

That the said deceased left an estate within the jurisdiction of this Court consisting of personal property to the value of tls 50000

Wherefore your petitioner prays that a day may be appointed for the hearing this petition and for the proof of said will; that due notice may be given according to law; that upon said hearing your petitioner may be appointed Executor of said last will and testament and that Letters of Administration may be issued to him and for such other and further orders as may be just.

(Sgd) Edward H. Dunning.

Subscribed and sworn to before me
this 13th day of June 1905.

(Sgd) Chas A. Engelbracht.

Clerk of the Consular Court

(Seal)

Shanghai, China.

COPY.

W I L L .

This is the last will of me Henry H. Cunningham, of Belfast, Maine U. S. A. and residing in Shanghai, China.

First: I give to my Chinese mistress Tung Choe Tls five thousand (tls 5000) to be paid to her in cash in one month from my death, and also everything in my house at Shanghai.

Seckond I give to E. H. Dunning of Shanghai (tls 500) Tls five hundred allso five shares in central hotel Limd now registered in my name.

When my just debts funeral expenses and the above amounts are paid I give to my sister Augusta Now Mrs A. C. Mather of Rockland Maine U. S. A. the balance of my property whatever there may be and in case of Mrs A. C. Mather's death I will that it shall be equally divided between Mrs A. C. Mather's son Hary Mather of Rockland Maine U.S.S. and my brother's daughter E. R. Cunningham of Washington D. C. U S. A.

Should I have any floating property advertise it in the local papers for thirty days and sell it at public auction any shares I may have, except five 5 shares in central Hotel Limd. to be sold in sixty days in the best market.

And I will that my executor gives no bond.

And I nominate E. H. Dunning of Shanghai to be the sole executor of this my last will and revoke all other wills.

Witness (Sgd) Henry H. Cunningham.

(Sgd) H. W. Churchill Shanghai, June 15th 1900

" Thos F. Earle.

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, Acting Judicially.

--In Probate--

In the matter of the estate of
Henry H. Cunningham, deceased.

A document purporting to be the last will and testament of Henry H. Cunningham, deceased, having been presented to this Court by Edward H. Dunning, and petition having been made by the said Edward H. Dunning asking for the probate thereof and for the issuance of Letters Testamentary thereon.

IT IS HEREBY ORDERED that Wednesday the 21st day of June 1905 at 10 o'clock in the forenoon of said day at the courtroom of the above named Court be and the same hereby is appointed the time and place for proving said will, and hearing said petition, when ans where any person interested may appear and contest the same and may file objections in writing to the granting of Letters Testamentary thereon.

IT IS FURTHER ORDERED that notice be given thereof by publication in the Shanghai Mercury, The North China Daily News and the Shanghai Times for six issues previous to said hearing and that a notice be posted on the bulletin board at the American Consulate General at Shanghai.

Dated June 13th 1905.

By the Court:-

(Sgd) Jas L. Rodgers,

(Seal) Judge.

In the United States Court for the Consular District of Shanghai, China.

IN PROBATE.

In re the Estate of

Henry H. Cunningham *(deceased.)*

Affidavit of Clerk of the Court.

Charle A. Engelbracht Clerk of the U. S. Court for the Consular District of Shanghai, China being duty sworn says:—

That in pursuance of an order of the said Court he sent a Copy of the notice of application for Letters Testamentary to E. H. Dunning the petitioner and also published the same in the Shanghai Mercury Shanghai Times and North China Daily News for six Consecutive issues.

(Sgd) Chas A. Engelbracht
Clerk of the Court.

Subscribed and sworn to before me this twenty first day of June 1905

(Sgd) W. P. Boyd,
(SEAL) Deputy *Consul General,* [illegible]

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, Acting Judicially/

In the matter of the estate of
Henry H. Cunningham,
deceased.

Notice is hereby given that by an order of the above named Court made and filed this 13th day of June 1905 Wednesday, the 12th day of June 1905 at 10 o'clock in the forenoon at the courtroom of the said Court was appointed as the time and place for hearing the petition of Edward H. Dunning praying that Letters Testamentary be issued to him and for proving the last will and testament of Henry H. Cunningham, deceased, when and where any persons interested may appear and contest the same and file their objections inwriting.

Dated June 13th 1905.

Charles A. Engelbracht,
Clerk of the Consular Court,
Shanghai, China.

In the United States Court for the Consular District of Shanghai China.

In the Matter of the Estate of

Henry H. Cunningham (deceased.)

DEPOSITION of SUBSCRIBING WITNESS.

Thomas F. Earle, being duly sworn, depose as follows:—

I reside in Shanghai China, I knew Henry H. Cunningham on the 13th day of June 1900, 189, the date of the instrument now shown me, purporting to be the Last Will and Testament of the said Henry H. Cunningham. I am the subscribing witness to said instrument. The said instrument was signed by the said Henry H. Cunningham, at Shanghai, on the 13th day of June 1900, the day it bears date, in my presence, and the said Henry H. Cunningham thereupon declared the said instrument to be his Last Will and Testament, and requested me in attestation thereof to sign the same as witness. I Thomas F. Earle, then and there, in the presence of the said Henry H. Cunningham and in the presence of H. W. Churchill subscribed my name as witness to the said instrument. At the time of executing said instrument, the said Henry H. Cunningham was over the age of twenty-one years, to wit: 63 years, or thereabout and was of sound and disposing mind, and not under any restraint, undue influence, or frandulent misrepresentation.

(Sgd) Thos F. Earle

SUBSCRIBED and SWORN to,
in open Court, this 23rd
day of June 1905/1900

(SEAL)

(Sgd) Jas L. Rodgers,
Consul General Acting Judicially.

In the United States Court for the Consular District of Shanghai, China.

In the United States Court for the Consular District of Shanghai, China.

In the matter of the Estate of

Henry H. Cunningham
(deceased.)

} Order Admitting Will to Probate and Appointing Executor.

The Petition of heretofore filed, praying for the admission of a certain document filed in this Court, purporting to be the Last Will and Testament of Henry H. Cunningham deceased, and that Letters Testamentary be issued to said Petitioner, and for that purpose a time be appointed by the Court, this day regulary coming on to be heard, and due proof, being made to the satisfaction of this Court that notice had been given of the time appointed for proving said Will, and for hearing said Petition, and that Citations have been issued and served as required by the previous order of this Court, and it, appearing to this Court that notice had been given according to law to all parties interested, and after examining said Petitioner and Thomas F Earle , and one of the subscribing witnesses to said, Will produced in behalf of said Petitioner, whose testimony has been reduced to writing and filed, from which it appears that said document is the Last Will and Testament of the said Henry H. Cunnigham , deceased, that it was executed in all particulars as required by law, and that the said testator at the time of the execution of the same was of sound and disposing mind, and not under restraint or frandulent misrepresentation, that the said Henry H. Cunningham , died on or about the tenth day of June A. D., 189~~9~~1905 being a resident of Shanghai and having personal estate valued at seventy five thousand dollars Mexican , that said estate for and in respect of which the probate of said Will is applied for as aforesaid, does not exceed in value seventy five thousand dollars, Mexican , or thereabout, and no objection being made to the admission of said Will to probate, It IS ORDERED that Letters Testamentary of the estate of said Henry H. Cunningham , deceased be issued to the said petitioner Edward H. Dunning. , upon his taking the oath as required by law.

Dated June 23rd 1905. 189

(Sgd) Jas L. Rodgers,
Consul General, Acting Judicially.

(SEAL)

COPY.

This is the last will of me, Henry H. Cunningham of Belfast Maine, U. S. A. and residing in Shanghai, China.

First. I give to my Chinese mistress Tung Choe Tls Five thousand (Tls 5000) to be paid to her in cash in one month from my death, and also everything in my house at Shanghai.

Second. I give to E. H. Dunning of Shanghai (Tls 500) Tls five hundred also five shares in Central Hotel Ltd. now registered in my name.

When my just debts funeral expenses and the above amounts are paid I give to my sister Augusta now Mrs A. C. Mather of Rockland, Maine, U. S. A. the balance of my property whatever there may be and in case of Mrs A. C. Mathers death I will that it shall be equally divided between Mrs A. C. Mathers son Hary Mather of Rockland Maine, U. S. A. and my brothers daughter E. R. Cunningham of Washington, D. C. U. S. A.

Should I have any floating property advertise it in the local papers for thirty days and sell it at public auction . Any shares I may have except five (5) shares in Central Stores Limd to be sold in sixty days in the best market.

And I will that my executor give no bonds.

And I nominate E. H. Cunningham of Shanghai to be sole executor of this my last will and revoke all other wills.

(Sgd) Henry H. Cunningham,

Shanghai, June 13th 1900.

Witnesses

(Sgd) H. W. Churchill

" Thos F. Earle.

COPY.

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
before James L. Rodgers Esq.,
Consul General, Acting Judicially.

--In Probate--

In the matter of the estate of
Henry H. Cunningham,
deceased.

I, Edward H. Dunning, do solemnly swear that I will perform the duties of Executor of the estate of Henry H. Cunningham deceased, according to the laws of the United States of America and the laws governing the Consular District of Shanghai, China, So help me God.

(Sgd) Edward H. Dunning.

Subscribed and sworn to before me
this 26th day of June 1905.

(Sgd) Jas L. Rodgers.
Consul General, Acting Judicially.

(SEAL)

oath.

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
Before James L. Rodgers Esq.,
Consul General, acting Vice-Consul.

--In Probate--

In the matter of the estate of
Henry K. Cunningham,
deceased.

I, Edwin K. Cunning, do solemnly swear that I will perform the duties of Executor of the estate of Henry K. Cunningham deceased, according to the laws of the United States of America and the laws governing the Consular District of Shanghai, China, So help me God.

(Sgd) Edwin K. Cunning.

Subscribed and sworn to before me
this 20th day of June 1908.

(Sgd) Jas L. Rodgers.
Consul General, Acting Vice-Consul.

(Seal)

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, Acting Judicially.

--In Probate--

In the matter of the estate of
Henry H. Cunningham,
deceased.

To Edward H. Dunning Esq.,

WHEREAS Henry H. Cunningham, a citizen of the United States, died on the tenth day of June 1905, having duly made and executed his last will and testament, a copy of which is hereby annexed, and said last will and testament having been duly admitted to probate by the Court of the American Consulate General at Shanghai, China, on the twenty third day of June 1905.

AND WHEREAS the said Henry H. Cunningham deceased at the time of his death was a resident of Shanghai by the means whereof the proving of said will and the ordering and granting administration of the estate whereof the said testator died possessed within the said Consular jurisdiction and also the auditing, allowing, and discharging the accounts thereof doth appertain to the said Court, and I being desirous that said will should be observed and performed, and that the said estate should be well and faithfully administered, applied, and disposed of, dogrant unto you, Edward H. Dunning, full power and authority, by these presents, to administer and faithfully to dispose of all and singular, the said estate, and to ask for, demand, and receive the debts which unto the said testator while living and at the time of his death did belong, and to pay the debts which the saidtestator did owe, as far as possible as such assets will thereto extend and the law require. And I do by these presentsw constitute and appoint you Executor of all and singular, the goods, chattels, credits, and property of the

said

said estate of Henry H. Cunningham, deceased.

In Witness Whereof, I have hereunto set my hand and official seal this 26th day of June 1905.

(Sgd) Jas L. Rodgers,

Consul General, Acting Judicially.

(L. S.)

COPY.

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, Acting Judicially/

--In Probate--

In the matter of the estate of
Henry H. Cunningham,
deceased.

It is hereby ORDERED that all claims against the estate of Henry H. Cunningham, deceased, to be allowed, must be filed on or before the 31st day of July, 1905, and that the 1st day of August 1905, be the day set for hearing and allowance of said claims and that the place of hearing be the court room of the American Consulate General at Shanghai, at 10 o'clock a.m.

And it is further ORDERED that notice thereof be given by posting on the bulletin board of the American Consulate General at Shanghai, China, and by publishing for four issue each in the Shanghai Mercury, The North China Daily News and The Bund.

Dated June 27th 1905.

By the Court:

(Sgd) Jas L. Rodgers,

(L. S.) Judge.

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, Acting Judicially.

In the mattervof the estate of
Henry H. Cunningham, deceased.

Notice is hereby given that an order of the above named Court made and filed this 27th day of June 1905 all claims against the estate of Henry H. Cunningham, deceased, must be filed on or before the 31st day of July 1905 and that the 1st day of August 1905, at 10 o'clock a.m. at the court room of the American Consulate General is the time and place for the hearing and allowance of said claims.

Dated, June 27th 1905.

Charles A? Engelbracht.

Clerk of the Court.

(C O P Y)

U N I T E D S T A T E S O F A M E R I C A.

City of Rockland,

State of Maine.

The affidavit of Mrs Augusta C. Mather of Rockland, Knox County, Maine, who first being duly sworn deposes and says:

That her maiden name was Augusta C. Cunningham, the daughter of Henry W. Cunningham and Sarah R. Cunningham, and sister of Henry H. Cunningham, late of Shanghai, China, deceased;

That she has lived in Rockland, Knox County, Maine for about thirty nine (39) years and now resides there, and is the wife of Albert I. Mather;

That considering the distance she was from her said brother she frequently correspond with him, and if he has preserved them he should have numerous letters from her;

That the signature hereto attached is her true and genuine signature written by her at said Rockland, this nineteenth day of July 1905.

(Sgd) Augusta C. Mather.

UNITED STATES OF AMERICA.

State of Maine,

Knox ss. Rockland Me, July 19 1905.

Personally appeared the above named Augusta C. Mather to me from personal acquaintance of some fifteen years, personally known to be the person she represents herself to be, and made oath that the foregoing affidavit by her subscribed is true, in my presence.

(Sgd) Arthur S. Littlefield.

(L. S.) Notary Public.

UNITED STATES OF AMERICA.

City of Rockland,

State of Maine.

The affidavit of Mrs Helen E. Berry of Rockland, Knox County, Maine, who first being sworn deposes and says:

That she is a resident of Rockland, Knox County, Maine, the sister of Augusta C. Mather; that she has personal knowledge of the facts stated in the foregoing affidavit of the said Augusta C. Mather, and that the same are true.

That she is familiar with the signature of her said sister and that the signature by the said Augusta C. Mather to the foregoing affidavit is her true and genuine signature and acknowledged by her to the affiant to be such. The affiant is the wife of George W. Berry of said Rockland.

(Sgd) Helen E. Berry.

UNITED STATES OF AMERICA.

State of Maine,

Knox ss. Rockland, Me, July 19 1905.

Personally appeared the above named Helen E. Berry to me personally known to be the person she represents herself to be and made oath that the foregoing affidavit by her subscribed is true, in my presence.

(Sgd) Arthur S. Littlefield.

Notary Public.

(Seal)

State of Maine,

County of Knox. ss.

I, Gilford B. Butler Clerk of the Supreme Judicial Court for Knox County in the State of Maine the same being a Court of Record of the aforesaid County, having by law a seal, do hereby certify that Arthur S. Littlefield

Littlefied, a notary public by whom the foregoing oath was taken, and whose name is subscribed thereto, was at the time of taking the same a Notary Public residing in said County, duly commissioned and sworn and authorized by the laws of said State to take the proof or acknowledgment of deeds and other instruments in writing to be recorded in said State, and to administer oaths or affirmations in said County, and that I am well acquainted with his handwriting and verily believe that the signature to the foregoing certificate is genuine.

In witness whereof I have hereunto set my hand and affixed my official seal, which is the seal of said Court, this 19th day of July 1905.

(Sgd) Gilford B. Butler,

(Seal) Clerk.

COPY.

In the Court of the American Consulate General,
for the Consular District of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, Acting Judicially.

----In Probate----

In the matter of the estate of
H. H. Cunningham,
deceased.

Upon motion, it is ORDERED that Edward H. Dunning Executor of the Estate of H. H. Cunningham, deceased, pay to Augusta H. Mather, legatee under the last will and testament of said H. H. Cunningham, deceased, the sum of $35000.00 U. S. gold.

Shanghai, October 3rd 1905.

By the Court:-

(Sgd) Jas L. Rodgers,
Consul General, Acting Judicially

(L. S.)

FINAL STATEMENT

of

E. H. DUNNING, EXECUTOR

of the

ESTATE H. H. CUNNINGHAM, (deceased).

A S S E T S .

Uncollected div.warrants Shanghai Tug & Lig. etc	624.00
Sold 20 shares Shanghai Land Investment Co.	2427.80
Sold 100 Astor House shares cum div.	2288.01
Note due from Capt. Arthur $500 with interest	600.01
Sale 42 Telephone shares	2716.35
Cash bal.in Bank w/int as pass book 30/6/05	36760.89
Sale 135 ordinary shares Tug & Lighter Co.	8119.20
Div. 5 Pulp & Paper shares	30.00
Sold 303 Astor House shares cum. div.	6895.25
Balance due on note C. F. Fondey	150.00
Div. 68 pref. shares Tug & Lighter Co.	119.00
Div. 403 Astor House shares	732.45
Sold 3 Gold drafts on London £100 each	2211.13
Sold 68 shares Tug & Lighter "perfered"	3180.02
Sold 10 Langkat's shares	1716.38
Sold 5 Pulp & Paper shares	716.40
Interest on note $4000 due from W.Holliday to1/10/05.	877.57
Received on a/c above note	500.00
Daily interest Bank to 31/12/05	291.66
Balance due W.Holliday's note w/int.to 22/2/06	3714.58
Daily interest Balance Bank to date	33.38
Total Taels	74704.68

FINAL STATEMENT

of

E. H. DUNNING, EXECUTOR.

of the

ESTATE H. H. CUNNINGHAM (deceased)

==========

L I A B I L I T I E S

==========

Cheque paid undertaker	193.00
Bequest to Tungchow Housekeeper	5000.00
Paid Toeg & Read purchasers of 303 Astor House shares div.	552.97
Paid F. Robertson purchaser 100 Astor House shares div.	179.48
Paid Dr. Cox yearly medical fee	100.00
Paid Dr. Panlan attendance last illness	160.00
Paid Pilot Office Balance a/c	76.80
Paid Compradore sundry bills	168.67
Paid Tomb stone	400.00
Paid C. R. Holcomb attorney's fee 10% on note $4000 w/interest 5092.13	509.21
Paid U. S. Consular fees	428.42
Administrators' fees 5% on $74704.68	3735.23
Cable Mrs Mather 26/2/06	9.08
Oct.5/05 G. draft remitted G. $35000 at Ex 65 3/8	53537.28
March 5th Gold $ draft remitted G$ Ex	9654.54
Total Taels	74704.68

(C O P Y)

In the Court of the American Consulate General,
for the consular District of Shanghai, China.
before James L. Rodgers, Esq.,
Consul General, Acting Judicially.

-----In Probate----

In the matter of the estate of
Henry H. Cunningham,
deceased.

The final accounts of E. H. Dunning, Esq., as executor of the Estate of Henry H. Cunningham, deceased, having been approved and filed, and he having petitioned this Court for his discharge as such executor,

IT IS ORDERED:-

That E. H. Dunning be and hereby is discharged from his duties as executor of the Estate of Henry H. Cunningham, deceased.

Shanghai, China, March 14th, 1906.

By the Court:-

(Sgd) Jas L. Rodgers,
Consul General, Acting Judicially

(L. S.)

Filed 1867.

FILED

CONSULS BUREAU
AUG
9
1906
DEPARTMENT OF STATE

No. 179.

File.

Williams appts
July 7

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

July 7th 1906

INDEX BUREAU
AUG 7 06
DEPT. OF STATE

SUBJECT: Telegraphic communication in relation to Mr Arnold, and asking for appointment of Mr Williams Student Interpreter as Deputy Consul General.

CHIEF CLERK
AUG
9
1906
DEPT. OF STATE

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to confirm my telegram of July 2nd 1906 reading as follows:

"Sec State,
Washington.
Arnold student interpreter desires to resign to take effect August first. Wishes to return to America. Will you telegraph.
Rodgers."

And to acknowledge receipt of your reply reading:

"American Consul,
Shanghai.
Arnold appointed Consul Tamsui. Compensation three thousand. Will this change his desire to return America.
Wilson."

And to confirm my reply of the 6th instant reading:

"Sec State
Washington.
Arnold accepts Tamsui appointment. Awaits your instructions here. Appointment Williams student interpreter deputy Shanghai is very necessary. Will you authorize.
Rodgers."

In explanation of all of which I beg to state that Mr. Arnold notified me July 1st that he desired to resign and return to America where he had been offered a good position; that he could not live in Shanghai on his salary of $1000 per annum;

that

that his promotion seemed improbable and that in justice to himself he could not stay any longer in the consular service. I could not dispute these conclusions and therefore consented to his request for telegraphic communication with the Department. He accepts the appointment at Tamsui in good spirit and will personally send his thanks.

The approaching departure of Mr Arnold renders it necessary that Mr Williams, student interpreter, be given the grade of deputy consul general in order that the business of the Consulate may proceed uninterrupted in event of the illness or absence of Mr Boyd, the present Vice and Deputy Consul General, Dr. Barchet, Chief Interpreter, is engaged almost continuously in Mixed Court and Chinese work and I do not believe he cares to assume any extra duties. Furthermore I wish to have Mr Williams thoroughly instructed in the duties of the shipping office, such policy I believe being supported by the Department. Therefore I hope for speedy advices from the Department empowering Mr Williams so to act.

I have the honor to be,

Sir,

Your obedient servant,

Hayley Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 282 FROM [illegible] COPY,

TELEGRAM RECEIVED IN CIPHER.

BUREAU OF APPOINTMENTS 1906 Department of State.

Ans'd July 6

From Shanghai, July 7, 1906.

Received 9:36 A.M.

Secretary of State,

Washington.

When is the Court Act effective? Pending instructions will take no action. As to the cases filed, can be postponed. Engelbracht, Marshal Shanghai, applicant new Marshalship; can recommend.

RODGERS

Confirmed July 9, 1906.

INDEX BUREAU JUL 10 1906 FILED

Ciphered by ~~the Chief Clerk's Office~~,
W.J.K.

Consular Bureau.

MEMORANDUM.

July 7, 1906.

Dear Mr. Adee:

I send you a telegram to Rodgers which I think will cover the questions in which he is interested. The only appointment actually made is that of Judge Wilfley. The persons named for Clerk, Marshal and District Attorney, have not yet been appointed. I have mentioned the clerkhire allowance, thinking perhaps Rodgers might be able to retain Engelbracht by means of that allowance.

Williams is twentyone years of age, son of the Chinese Secretary at Pekin, and is a very bright, capable young fellow whose appointment as deputy I would recommend. For purposes of economy, I

MEMORANDUM.

would suggest that the telegram we are sending contain also a notification of Williams's appointment, which, if you approve of it, can be dated to-day.

J.W.G.

Mr. Carr:

This inquiry would seem to be in answer to Mr. Wilson's telegram sent yesterday morning. You might give Rodgers names of Judge, Marshal &c.

ABA

No. 180

CONSULAR BUREAU
AUG 9 1906
DEPARTMENT OF STATE

File.

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

INDEX BUREAU
RECD.
AUG 7 '06
DEPT. OF STATE

July 9th 1906

SUBJECT: Clerk hire fund and appointment of Mr. Williams as Deputy Consul General.

CHIEF CLERK
AUG
9
1906
DEPT. OF STATE

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the information contained in the Department's telegram of 7th July in relation to the amount of the clerk hire fund of this Consulate General for the current year, and the appointment of Mr. C. L. L. Williams, Student Interpreter as Deputy Consul General. I will have Mr. Williams take the oath of office in the near future.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

INDEX BUREAU
FILED

No. 181

3rd ASST. SECRETARY
AUG 9 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

INDEX BUREAU
RECD.
AUG 7 '06
DEPT. OF STATE

CONSULAR BUREAU
AUG
14
1906
DEPARTMENT OF STATE

July 9th 1906

SUBJECT: Confirmation of telegrams relating to United States Court for China.

CHIEF CLERK
AUG
9
1906
DEPT. OF STATE

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department's telegram of the 6th July reading:

"American Consul,
Shanghai.
By the act of June thirtieth the office of consular marshal in China is abolished and there is established a United States court for China which will have appellate jurisdiction supervisory control over consular duties relating to estates of deceased and original jurisdiction in civil cases involving more than five hunred dollars in gold and criminal cases involving more than maximum punishment of one hundred dollars in gold fine sixty days imprisonment or both. In these cases Consuls are authorized to arrest and examine accused persons and discharge or commit them for trial by the aforesaid court. In less cases consuls continue their former jurisdiction. Inform other consuls in China.
Wilson."

INDEX BUREAU
FILED

And to confirm my telegram of the 7th July reading:

"Sec State,
Washington.
When court act effective. Pending instructions will take no action as to the cases filed. Can be postponed. Engelbracht marshal Shanghai applicant new marshalship. Can recommend.
Rodgers."

And to acknowledge receipt of the Department's reply of 7th July reading:

"American Consul,
Shanghai.
Court act became effective June 30th. Lebbeus

R.

R. Wilfley, Attorney General Phillipines, appointed judge. Marshalship provided for. Your clerk allowance this year twenty five hundred dollars. Williams appointed deputy. May take oath.

Adee."

The substance of the telegram in relation to the creation of the court I have communicated by telegraph to the various consular stations, and today I am sending the full text by letter.

In Shanghai the loss of the marshal, is a blow to us, for the reason that he has assisted in the regular work of the Consulate and has been necessary in the court work, the large majority of which involves small cases which if brought to trial are, under the new law, still under the jurisdiction of the consular officer. Just how we are to get along under this new arrangement is not clear to me but we will do our best to get the work done.

I beg to assure the Department that myself and my associates will do all in our power to assist Judge Wilfley, and his official staff.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

No. 182.

CONSULAR BUREAU AUG 7 1906 DEPARTMENT OF STATE

CONSULAR BUREAU AUG 9 1906 DEPARTMENT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

July 9th 1906

SUBJECT: Estates of deceased Americans.

CHIEF CLERK AUG 9 1906 DEPT. OF STATE

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Answered Aug 16. 1906

Sir:-

I have the honor to forward herewith, in accordance with the requirement of Paragraph 650, of the Consular Regulations, a report upon the estates of deceased persons which have come within the probate jurisdiction of this Consulate General. This report which was prepared by Mr. Chas A. Engelbracht, late marshal and clerk of the court, is not as complete in detail as I would have desired, but under the conditions seems to be about all that can be obtained. To the best of my knowledge and belief all the estates are now in good hands and are being carefully and economically administered.

IN DISK BUREAU FILED

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosure: Report.

Office of the Solicitor.

Dear Mr. Carr:-

I suggest that Consul-General Rogers be called on for detailed statements in these cases as far as it is possible to give ~~the~~ it. These statements should be always be indicated in the Department recent cable re the Cunningham Estate.

AEMI-ANNUAL REPORT OF ESTATES IN THE AMERICAN CONSULAR COURT AT SHANGHAI, CHINA.

June 30th 1906.

THE ESTATE OF HENRY B. ENDICOTT, deceased.

The petition for the probate of this estate was filed January 12th 1895. The will provides that trustees shall be appointed to take charge of the estate until the minor children become of age. Under this provision Miss S. A. Endicott and H. B. Endicott, Jr. are now trustees. They both reside in the United States and have given their power of attorney to Stokes, Platt and Teesdale, of Shanghai who have full power and control. In 1897, the value of the estate was about Tls. 100000; in 1904, the value was placed at Tls. 200000 and is probably increasing in value.

THE ESTATE OF AMELIA ORTWIN, deceased.

Petition for probate was filed on Oct. 2nd 1902, and William Marshal appointed executor of the will. He was discharged on May 15th 1905, and his claim for money advanced the estate was allowed at $10411.82 Mex.; John R. Hykes was appointed executor on August 4th 1905. Value of the estate Tls.40000. Messrs Scott and Carter of Shanghai have a power of attorney from some of the heirs.

THE ESTATE OF R. F. EASTLACK, deceased.

Petition for the probate of this estate was filed May 14th 1904, and J. P. Roberts appointed executor of the estate. On June 15th 1906, the estate was divided according to the terms of the will and the administrator discharged.

Dear Mr. Scott,

Here is more troublesome probate business for you.

W.T.G.

AEMI-ANNUAL REPORT OF ESTATES IN THE AMERICAN CONSULAR COURT AT SHANGHAI, CHINA.

June 30th 1906.

THE ESTATE OF HENRY B. ENDICOTT, deceased.

The petition for the probate of this estate was filed January 12th 1895. The will provides that trustees shall be appointed to take charge of the estate until the minor children become of age. Under this provisioh Miss S. A. Endicott and H. B. Endicott, Jr. are now trustees. They both reside in the United States and have given their power of attorney to Stokes, Platt and Teesdale, of Shanghai who have full power and control. In 1897, the value of the estate was about Tls. 100000; in 1904, the value was placed at Tls. 200000 and is probably increasing in value.

THE ESTATE OF AMELIA ORTWIN, deceased.

Petition for probate was filed on Oct. 2nd 1902, and William Marshal appointed executor of the will. He was discharged on May 15th 1905, and his claim for money advanced the estate was allowed at $10411.82 Mex.; John R. Hykes was appointed executor on August 4th 1905. Value of the estate Tls.40000. Messrs Scott and Carter of Shanghai have a power of attorney from some of the heirs.

THE ESTATE OF R. F. EASTLACK, deceased.

Petition for the probate of this estate was filed May 14th 1904, and J. P. Roberts appointed executor of the estate. On June 15th 1906, the estate was divided according to the terms of the will and the administrator discharged.

ANNUAL REPORT OF ESTATES IN THE DISTRICT COURT

COUNTY OF CRAWFORD, STATE

June 30th 1906.

THE ESTATE OF HENRY B. MINTZER, deceased.

The petition for the probate of this estate was filed January 15th 1906. The will provides that trustees shall be appointed to take charge of the estate until the minor children become of age. Under this provision Mrs. A. Mintzer and E. B. Mintzer Jr. are now trustees. They both reside in the City of Dayton and have given their power of attorney to Wiley Platt and Theodore, of Cincinnati who have full power and control. In 1897, the value of the estate was about $14. 1900. In 1905, the value was placed at $14. 25000 and is probably increasing in value.

THE ESTATE OF AMELIA OSTEIN, deceased.

Petition for probate was filed on the 3rd. day of January 1906, and William Barbat appointed executor will. Bonds fixed at $2000. and filed January 15th 1906. Claim for money advanced the estate was allowed at $1021.00 Jan. 15; John E. Lyons was appointed executor on August 4th 1906. Value of the estate $14.4000. Eleanor Scott and Carter of Cincinnati have a power of attorney from some of the heirs.

THE ESTATE OF E. F. MARTIAGE, deceased.

Petition for the probate of this estate was filed May 14th 1906, and J. I. Roberts appointed executor of the estate. On June 14th 1906, the estate was divided according to the terms of the will and the administrator discharged.

THE ESTATE OF JOHN J. BOLLARD, deceased.

Petition for probate was filed Feb. 15th 1905 and Joseph Seymour and J. M. Thacher appointed executors. Inventory shows property worth Tls. 9000. Heirs, wife and minor son.

THE ESTATE OF ARTHUR H. WHITE, deceased.

Petition filed April 6th 1904. J. Goodnow appointed administrator. Inventory shows property of the value of $100. Mexican with debts of $10000 Mexican. Deceased died in the United States and left property there but it has been impossible to obtain same. Administrator was discharged on June 27th 1906.

THE ESTATE OF CLARENCE E. FISKE, deceased.

Petition for probate filed on June 13th 1905. W. Porter Boyd and L. Anderson appointed executors. Estate was valued at about $40,000 and by the terms of the will was left to his mother, Mrs H. Barlow of Delavan, Wis. It has been distributed, receipts taken and the executors discharged.

THE ESTATE OF HENRY H. CUNNINGHAM, deceased.

Petition for the probate of this estate was made June 13th 1905. The will leaving tls 5000 to Chinese companion and the balance of the estate to Augusta C. Mather of Rockland Maine, was proven and E. H. Dunning of Shanghai appointed executor. Value tls.74000. (This estate is the subject of a special report to the Department).

THE ESTATE OF MARY A. BURNETT, deceased.

THE ESTATE OF JOHN J. DOLLARY, deceased.

Petition for probate was filed Feb. 14th 1908 and Joseph Seymour and I. N. Thacker appointed executors. Inventory shows property worth $5000. Heirs, wife and minor son.

THE ESTATE OF ARTHUR W. WHITE, deceased.

Petition filed April 4th 1908. T. Bonham appointed administrator. Inventory shows property of the value of $3100. Heirs unknown. Deceased died in the United States and left property there but it has been impossible to obtain same. Administrator was discharged on June 27th 1908.

THE ESTATE OF CLARENCE W. TIZER, deceased.

Petition for probate filed on June 12th 1908. W. Porter Boyd and I. Anderson appointed executors. Estate was valued at about $40,000 and by the terms of the will was left to his widow, Mrs E. Boylan of Delaven, Wis. It has been distributed, receipts taken and the executors discharged.

THE ESTATE OF HENRY H. CORNINGHAM, deceased.

Petition for the probate of this estate was made June 12th 1908. The will leaving the $5000 to Chinese organization and the balance of the estate to Augusta G. Weber of Goodland Minn. was proven and I. N. Thacker of Municipal appointed executor. Value the $45000. (This estate is the subject of a special report to the Department).

THE ESTATE OF MARY A. BRADLEY, deceased.

Petition for probate made June 27th 1905, and H. W. Boone appointed executor. Inventory shows value of the estate $15000 Mexican. Executor discharged April 11th 1906.

THE ESTATE OF WALTER NOYES MOORHOUSE, deceased.

Petition for probate filed on June 30th 1905 and Thos Bassett appointed executor. Value of property within the jurisdiction of the Court valued at Tls 61000, and consisted of stocks, etc. By the terms of the will, estate was left to the wife. Distribution was made and the executor discharged.

THE ESTATE OF JOHN H. BEATTIE, deceased.

Petition filed April 29th 1905. T. N. Jamieson appointed executor. Value of estate $60000. Estate distributed and executor discharged on Dec. 29th 1905.

THE ESTATE OF BARBARA B. FOSTER, deceased.

Petition filed Nov. 22nd 1905. L. Marthoud and W. P. Boyd appointed executors of the will. Value Tls.31100. Distributed according to the terms of the will and executors discharged Feb. 23rd 1906.

THE ESTATE OF MARIETTA MELVIN, deceased.

Petition filed Nov. 22nd 1905. E. H. Thomson appointed executor. Value of the estate $1000.

THE ESTATE OF ANNE HILLISON, deceased.

Petition filed February 26th 1906 and R.

Anderson, her son, appointed executor. Value of estate $4000. Mexican.

THE ESTATE OF MARY GALE, deceased.

Petition for probate filed April 12th 1906, and Elizabeth Thomson appointed executrix. Value of estate about $2000.

TELEGRAM RECEIVED.

BUREAU OF APPOINTMENTS
JUL 11 1906
Department of State

CONSULAR BUREAU
JUL 11 1906
DEPARTMENT OF STATE

CHIEF CLERK
JUL 11 1906
DEPT. OF STATE

From Shanghai

July 11, 1906.

Received 9 A.M.

Dec State

Wash

May I take oath office

Tamsui

Arnold

Answ July 12'06

BUREAU OF APPOINTMENTS
JUL 13 1906
Department of State.

FROM CARBON COPY.

TELEGRAM RECEIVED IN CIPHER.

ASSISTANT SECRETARY,
JUL 13 1906

Shanghai, July 13, 1906.

Received 9:34 A.M.

Secretary of State,

Washington.

Was the appropriation Consular building in China made? Important and ought to know.

RODGERS

Ans'd by mail July 13/06

Continued July 14 1906

INDEX BUREAU
JUL 20 1906
FILED.

Ciphered by the Chief Clerk's Office,
W.J.K.

Bureau of Indexes and Archives.

190 .

#183,
with Major file
Case #738

Bureau of Indexes and Archives.

_____ 190 .

184

With major file

Case 237

FORM No. 282
INDEXED FROM CARBON COPY.

SOLICITOR'S OFFICE,
AUG
3
1906
DEPT. OF STATE.

BUREAU OF APPOINTMENTS.
AUG 3 - 1906
Department of State.

ASSISTANT SECRETARY
From
AUG 3 1906
Solicitor

TELEGRAM RECEIVED IN CIPHER.

Shanghai, August 3, 1906.

Received 9:26 A.M.

Secretary of State,

Washington.

My despatch No. 154. Buttrick escaped; every effort will be made recapture.

BOYD

Dille

Deciphered by S.H.Q.

Kith #606.

No. 185

INDEX BUREAU RECD AUG 21 '06 DEPT OF STATE

1906 DEPARTMENT OF STATE

CONSULAR BUREAU AUG 1906 DEPARTMENT OF STATE

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

July 26th 1906

SUBJECT: Transfer of Office

File

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to inform you that during my absence on leave, permission for which was granted me by the Department of State by the communication dated March 31, 1906, Mr W. P. Boyd, Vice and Deputy Consul General, will be in charge of the Consulate General of the United States of America at Shanghai, China, and that I have this day surrendered charge to Mr Boyd.

I beg to enclose herewith all documents in relation to this transfer required by the Consular Regulations.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

INDEX BUREAU AUG 24 1906 FILED

Enclosure:

Joint certificate with inventory.

July 28th

SUBJECT: Transfer of Office

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to inform you that during my absence on leave, permission for which was granted me by the Department of State by the communication dated March 22, 1909, Mr W. T. Boyd, Vice and Deputy Consul General, will be in charge of the Consulate General of the United States of America at Shanghai, China, and that I have this day surrendered charge to Mr Boyd.

I beg to enclose herewith all documents in relation to this transfer required by the Consular Regulations.

I have the honor to be,

Sir,

Your obedient servant,

4

AMERICAN CONSUL GENERAL.

Enclosures:

Seven certificate with inventory.

AMERICAN CONSULAR SERVICE.

SHANGHAI, CHINA, July 24th 1906.

We certify, on this 25th day of July 1906, the services of James L. Rodgers ceased, and he is entitled to his salary, including said day; and that the services of W. Porter Boyd commenced the day following, he having received the archives, a full and complete inventory of which is hereto annexed, as required by paragraph 57 of the Consular Regulations.

W. P. Boyd

VICE CONSUL GENERAL IN CHARGE.

Jas L. Rodgers

AMERICAN CONSUL?GENERAL ON LEAVE.

INVENTORY OF THE AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA, July 25th 1906.

--ooOoo--

CONSUL GENERAL'S ROOM.

1 Flat topped Office Desk

1 Table

1 Book Case

1 Typewriter--Underwood

1 Filing Case

1 Hat Rack

1 Revolving Book stand

1 Rug

1 Small Safe

7 Office Chairs

1 Set Rubber Stamps

1 Consular Seal

1 Letter Paper Rack

2 Letter Baskets

1 Waste Basket

1 Set Grate Irons

1 Map of United States

1 Map of China

1 Consular Regulations

1 Dictionary-- Websters

Books - Miscellaneous and Reports

1 Electric Fan

CORRESPONDENCE ROOM.

3 Large Record Cupboards

2 Filing Cases

1 Flat topped Desk

1 Letter Book Table

1 Letter Press & stand

1 Typewriter--Underwood

1 Typewriter stand

2 Chairs

1 Electric Fan

Stationary, Desk Paraphernalia &c.

COURT ROOM

1 Bench

3 Bench Chairs

1 Witness Box

1 Large Table

1 Small Desk

1 Filing Cases

5 Book Cases

15 Chairs

Books - United States Reports 200 vols.

Law Library Miscellaneous 117 vols

Miscellaneous Government publications

American Decisions 100 vols

Foreign Relations, Consular Reports &c 83 vols

Message & Papers of the Presidents 10 vols.

Digest 9 vols

Reports 48 vols

Webster Dictionary

SHIPPING OFFICE

1 Millner Safe

2 Flat topped desks large

2 Revolving Office Chairs

1 Filing Cabinet

1 Stationery Cupboard

1 Counter & Shelves

1 Lot of blank forms &c.

1 Typewriter -Underwood

1 Consular Seal

1 Set Records

1 Electric Ceiling Fan

1 Electric Fan

COMPRADORE'S OFFICE

1 Electric Fan

1 Milner Safe Large

CHINESE ROOM

3 Flat topped Desks

2 Tables

1 Typewriter Stand

1 Revolving Book Case

1 Filing Case Iron

2 Filing Cases Wood

1 Standing Desk

2 Old Iron Safes

1 Chinese Dictionary

6 Office Chairs

1 Set Fire Irons

1 Typewriter -Remington

Miscellaneous Books

Old Records in Closet

1 Electric Fan

JAIL.

7 Cots

8 Blankets

2 Tables

2 Benches

2 Chairs

1/2 doz Knives

1/2 " Forks

1/2 " Spoons

1/2 " Cups

1 Counter Seat

1 Set Records

1 Electric Cutting Pen

1 Electric Pen

COMPARTMENT'S OFFICE

1 Electric Fan

1 Rather Safe Large

CHIEFS ROOM

6 Flat top Desks

2 Tables

1 Typewriter Stand

1 Revolving Book Case

1 Filing Case Iron

2 Filing Cases Wood

1 Standing Desk

2 Old Iron Safes

1 Cabinet Letter Copy

6 Office Chairs

1 Hat Tree Iron

1 Typewriter Desktops

Miscellaneous Books

Old Records in Closet

1 Electric Fan

HALL.

7 Cots

6 Blankets

2 Tables

2 Benches

2 Chairs

1/2 Doz Knives

1/2 " Forks

1/2 " Spoons

1/2 " Cups

1/2 doz Plates

2 Water Pitches

2 Wash Basins

4 Stoves

4 Electric light fictures and lamps

1 Bath Tub

2 Commodes.

M. P. Boyd
Vice Consul General in Charge

Jas. L. Rodgers
Consul General ad Interim.

186 with
major file
Case # 606

Bureau of Indexes and Archives.

_____, 190 .

Bureau of Indexes and Archives.

_____ 190 .

187 –
with major file
Case 6055 –

No. 188.

LIBRARY BUREAU SEP 10 '06 DEPT OF STATE

BUREAU OF APPOINTMENTS SEP 11 1906 Department of State.

Encl'd bond and oath to Consul General Rodgers Sept 14 1906

AMERICAN CONSULATE GENERAL,

SHANGHAI, CHINA,

August 8th 1906

SUBJECT: Official bond and oath of office.

The Honorable Robert Bacon,

Assistant Secretary of State,

WASHINGTON, D. C.

Sir:-

I have the honor to acknowledge receipt of the Department Instructions dated July 9th 1906 returning my official bond and oath of office for corrections. I have signed my full name to the bond and had it witnessed and have also again taken the oath of office before the Deputy Consul General at Shanghai. Consul General Rodgers will probably be in Washington by the time this despatch is received and can fill in the date of oath if necessary, the date of oath and bond being the same day, viz: April 3rd 1906.

I have the honor to be,

Sir,

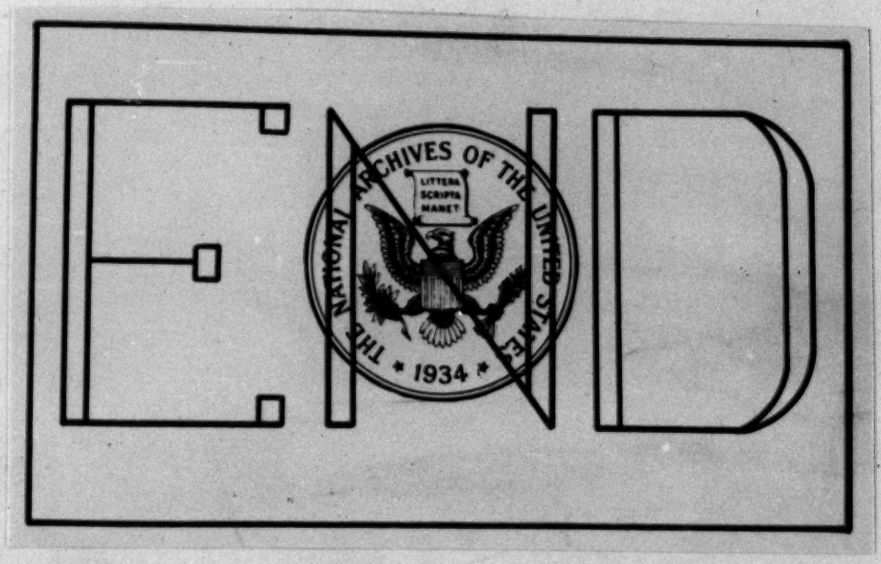
Your obedient servant,

M. P. Boyd

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosures: Official bond and oath of office.


END
THE NATIONAL ARCHIVES OF THE UNITED STATES
LITTERA SCRIPTA MANET
1934